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United Jewish Appeal, United Palestine Appeal, Keren Hayesod
and JNF agreement, 1941.

January 8, 1941.

THE AGREEMENT BETWEEN THE KEREN HAYESOD AND
THE KEREN KAYEMETH TO CONSTITUTE THE 1941 UNITED PALESTINE APPEAL.

AGREEMENT entered into this 2nd day of January, 1941, by and between the PALESTINE FOUNDATION FUND (KEREN HAYESOD) INC., a New York membership corporation, the party of the first part; (hereinafter referred to as the "Keren Hayesod") and the JEWISH NATIONAL FUND (KEREN KAYEMETH LE ISRAEL) INC., a New York membership corporation, party of the second part; (hereinafter referred to as the "Keren Kayemeth") WITNESSETH:

WHEREAS, efficiency and economy in the raising of funds for their respective purposes have been aided by the creation of a centralized administration in the UNITED PALESTINE APPEAL during the years 1936, 1937, 1938, 1939 and 1940,

NOW, THEREFORE, it is mutually agreed as follows:

1. The parties hereto agree to conduct a joint campaign to secure in the United States funds for their respective purposes and they do hereby constitute and appoint "THE UNITED PALESTINE APPEAL, INC.", hereinafter sometimes referred to as "UNITED PALESTINE APPEAL", a membership corporation organized under the Laws of the State of New York, as their agents and in their behalf to conduct and manage the aforesaid campaign during and for the calendar year 1941.
2. The aim of the campaign shall be to raise for the parties hereto a maximum sum in cash and pledges during the period commencing January 1, 1941, and ending December 31, 1941.
3. It is agreed that the stationery and the national and local publicity relating to the joint Campaign shall describe UNITED PALESTINE APPEAL as being for and on behalf of the Keren Hayesod and the Keren Kayemeth. The names of such other bodies or corporations as may join the Campaign or cooperate therewith by consent of the parties hereto shall also be appropriately referred to on the stationery and in the publicity of the Campaign.
4. It is agreed that all monies, pledges and subscriptions received or secured by UNITED PALESTINE APPEAL, or by either of the parties to this agreement during or for the period of January 1, 1941 to December 31, 1941, shall, except as herein otherwise provided, be remitted to the National Treasurer of the UNITED PALESTINE APPEAL, INC. and the same shall constitute a common pool of the parties hereto to be disbursed as hereinafter set forth.
5. It is agreed that all sums received or realized as a result of the said joint Campaign conducted by the UNITED PALESTINE APPEAL itself or by the JEWISH NATIONAL FUND on behalf of the UNITED PALESTINE APPEAL shall become part of the aforesaid common pool and shall be disbursed as follows:

All duly authorized campaign expenses and other duly authorized expenses of UNITED PALESTINE APPEAL shall be a first lien and charge against all monies received. The net proceeds of the Campaign after deduction of all duly authorized expenditures shall be allocated on a basis of parity between the Keren Hayesod and the Keren Kayemeth.

6. It is the right and intention of the parties hereto to devote the sums to be received by them from UNITED PALESTINE APPEAL both to the normal purposes and activities of their respective organizations, and to such special requirements as in their own respective judgments may be deemed necessary or advisable in the discharge of their duties and functions.

7. Neither of the parties hereto shall engage in any separate fund-raising activity except as herein specifically permitted and agreed upon. All funds and pledges, received or secured by either of the parties hereunto on account of or as a result of any fund-raising effort conducted after January 1, 1941, and prior to December 31, 1941, shall be deemed, pledged, received or secured for and on account of the 1941 Campaign herein provided for, except as hereinafter provided, and shall be paid into the National Treasury of UNITED PALESTINE APPEAL, it being understood UNITED PALESTINE APPEAL shall continue to collect unpaid subscriptions or pledges to the Campaigns heretofore conducted by it and shall dispose of all sums collected pursuant to the applicable agreements between the parties hereto.

8. It is agreed that all bequests, legacies and "living legacies" which either of the parties hereto may receive or become entitled to, shall be retained in entirety by the party to this agreement which is the beneficiary thereof.

9. It is agreed that the accounts of UNITED PALESTINE APPEAL shall be audited monthly by Certified Public Accountants to be chosen by the Administrative Committee of the UNITED PALESTINE APPEAL, and that a copy of such audits shall promptly be delivered to UNITED PALESTINE APPEAL and to each of the parties hereto. It is further agreed that each of the parties hereto shall have its respective books of accounts audited monthly during 1941 by Certified Public Accountants, and shall promptly deliver to the other a copy thereof.

10. It is agreed and understood that neither the Keren Hayesod nor the Keren Kayemeth, parties to this agreement, merge as Organizations with UNITED PALESTINE APPEAL. They shall maintain their separate identities and independence as Organizations and may carry on their normal and established duties and functions, except as limited by this agreement.

It is agreed and understood that the following activities of the Keren Kayemeth shall continue to be conducted through the established Keren Kayemeth apparatus:

- a. Box Collections
- b. Sale of JNF stamps
- c. Flag and Flower Day Collections
- d. Chanukah and Purim Collections
- e. Tree Planting
- f. Lag B'Omer Celebrations
- g. Collections from children in Hebrew Schools
- h. Golden Book Inscriptions
- i. Incidental Collections at festivals, simchas, Bar Mitzvahs, Weddings and similar occasional collections
- j. Sefer Hayeled
- k. Dunam Land Donations (only with the approval of UNITED PALESTINE APPEAL)

11. The parties hereto expressly agree that if UNITED PALESTINE APPEAL shall enter into an agreement with JOINT DISTRIBUTION COMMITTEE and/or other organization or organizations for a joint 1941 campaign then the terms of such agreement shall be binding upon the parties hereto and the parties hereto shall take no action which is contrary to or may constitute a breach of the said agreement. The parties hereto agree further to promote and aid the campaign which may be conducted by or participated in by UNITED PALESTINE APPEAL during the year 1941, and to take no action which will harm or impede the collection of funds by such campaign.

12. It is, however, agreed that the net proceeds derived from the aforementioned activities of the Keren Kayemeth and such activities of the Keren Hayesod as may be properly conducted by it, after the administrative expenses incurred in connection herewith shall have been deducted, shall belong to and be a part of the common pool of UNITED PALESTINE APPEAL. It is further agreed that the activities mentioned in Article 10, and this Article 12, shall be so conducted so as not to interfere with or be hurtful to the UNITED PALESTINE APPEAL and its activities. A committee to consider and adjust claims of violation of the provisions of this Article 12, consisting of one designee of the Keren Kayemeth, one designee of the Keren Hayesod, and a third member to be chosen by the two so designated shall be constituted if request therefor is at any time or from time to time made by either of the parties hereto.

13. Should any loans be made by UNITED PALESTINE APPEAL, the parties hereto shall participate equally in the funds derived from such loans. Loans separately secured by either of the parties hereto for their respective purposes shall be the obligation of and accrue to the benefit of such respective party.

14. It is agreed that the successful prosecution of the UNITED PALESTINE APPEAL will be enhanced by the cooperation and support of the Zionist Organization of America, the Poale Zion-Zeire Zion, the Mizrachi Organization of America and Hashomer Hatzair, (which organizations are hereinafter collectively referred to as the "Zionist Parties"). The Zionist Parties by conducting year-round educational and propaganda activities and issuing publications in which the activities of the UNITED PALESTINE APPEAL and its constituents KEREN HAYESOD AND KEREN KAYEMETH are publicized, are providing an essential background for the successful conduct of campaigns of, and on behalf of, the UNITED PALESTINE APPEAL. Therefore the parties hereto agree to invite the Zionist Parties to give their cooperation to UNITED PALESTINE APPEAL for 1941, and they agree in consideration of services rendered to make available to the Zionist Organization of America \$54,000, the Poale Zion-Zeire Zion \$9,800, Mizrachi Organization of America \$9,800, and Hashomer Hatzair \$1200. It is, however, expressly understood that the agreements with the Zionist Parties shall provide that their publications and literature shall be available to the fullest extent reasonably possible for the publicity and propaganda purposes of UNITED PALESTINE APPEAL, KEREN HAYESOD AND KEREN KAYEMETH, and shall give adequate emphasis to the primacy of the needs of the said national funds, and that the Zionist Parties by their meetings, conferences, propaganda and publicity material, and with the cooperation of their officers and members shall nationally, and locally, participate in the activities of the UNITED PALESTINE APPEAL to the end that maximum results may be obtained for the 1941 campaign.

15. It is agreed that the UNITED PALESTINE APPEAL for 1941 shall allot to the Mizrachi Palestine Fund the total sum of \$125,000, it being understood that the total sum made available to the Mizrachi Palestine Fund shall be spent entirely within Palestine and that an accounting for such expenditure, duly audited and certified, shall be made monthly to the Executive of the Jewish Agency in Palestine, and a copy delivered to UNITED PALESTINE APPEAL. It is understood that upon notice from the Executive of the Jewish Agency that adequate statements have not been received UNITED PALESTINE APPEAL shall be entitled to withhold further payment to the Mizrachi Palestine Fund until the matter is adjusted. It is also agreed by Mizrachi Palestine Fund that it will immediately pay to UNITED PALESTINE APPEAL all funds which it may receive in 1941, and that neither the Mizrachi Organization of America, nor Mizrachi Palestine Fund, nor any of its officers or members shall conduct or aid in Palestine fund-raising efforts except through UNITED PALESTINE APPEAL.

The Mizrachi Organization of America agrees that it will deliver to UNITED PALESTINE APPEAL semi-annually a detailed statement duly certified by its auditors of all income which it is accountable to pay over to UNITED PALESTINE APPEAL pursuant to this agreement, including all allotments by Welfare chests and receipts from all other sources. The Mizrachi Organization of America represents that it has received the written agreement of Mizrachi Women's Organization that said Mizrachi Women's Organization will not make application to Welfare Funds, and Mizrachi Organization of America agrees that it will do all in its power to assure full performance by Mizrachi Women's Organization of its said agreement.

16. Notwithstanding anything to the contrary herein set forth, all monies raised by Keren Kayemeth through the activities described in Article 10 above may be retained in the Treasury of the Keren Kayemeth, provided, however, that the sums so retained as indicated upon the monthly audits hereinabove referred to, shall be charged against the funds which may be then due or may therefore become due to the Keren Kayemeth under this agreement. It is understood and agreed also that the procedure above set forth shall be followed with respect to any and all funds raised by Keren Hayesod, pursuant to the provisions of Article 12 above. The amounts raised in any one month by the Keren Kayemeth after a deduction of authorized expenditures, shall be transferred to the treasury of the UNITED PALESTINE APPEAL no later than the fifteenth day of the month following. Such sums become part of the pool of the UNITED PALESTINE APPEAL for distribution as herein indicated.

17. The parties hereto hereby agree to assign, transfer and pay over to UNITED PALESTINE APPEAL all contributions or pledges to which this agreement is applicable received by them respectively, and to do all further acts required to make the title of the said UNITED PALESTINE APPEAL to such contributions and pledges complete and absolute.

18. It is agreed that in accordance with the instructions from Jerusalem the UNITED PALESTINE APPEAL shall allocate the sum of \$25,000 for the period expiring September 30, 1941, and for the remainder of the

calendar year such additional amount, if any, as may be approved by KEREN HAYESOD AND KEREN KAYEMETH at Jerusalem.

19. By reason of the existence of emergency conditions in Palestine, due to the war, which will necessitate special expenditures, it is mutually agreed that out of each and every payment of the proceeds of the campaign made by the UNITED PALESTINE APPEAL to the parties hereto respectively, each party will upon receipt of such payment remit one-third thereof to their respective headquarters at Jerusalem, to be expended by them for emergency purposes, and as set forth in the cable dated November 17, 1939, signed by Ussishkin, Hantke and Kaplan.

20. It is distinctly understood and agreed that UNITED PALESTINE APPEAL is hereby constituted as the agent of the parties hereto solely for the purpose of the campaign beginning January 1, 1941 and ending December 31, 1941, and that the parties hereto do not assume any existing liabilities of UNITED PALESTINE APPEAL or responsibility of any character by reason of any matter or transaction of UNITED PALESTINE APPEAL occurring prior to January 1, 1941, except such liabilities as arise out of or in connection with the 1936, 1937, 1938, 1939 and 1940 campaigns, as provided for in the respective agreements between the parties hereto and held for them by UNITED PALESTINE APPEAL. It is further agreed that neither of the parties hereto shall receive or be entitled to receive any monies, credits or assets coming to the Treasury of UNITED PALESTINE APPEAL or to which the UNITED PALESTINE APPEAL may become entitled to by reason of any matter or transaction occurring prior to January 1, 1936.

21. The parties hereto agree that the 1941 campaign of the UNITED PALESTINE APPEAL shall be conducted by the officers and the Administrative Committee, such officers and Administrative Committee to be designated by the Keren Hayesod and the Keren Kayemeth. The names of the officers of the UNITED PALESTINE APPEAL, (which officers shall also constitute the Executive Committee of the Administrative Committee,) and of the Administrative Committee are set forth on a schedule hereto attached. The parties hereto approve and agree to the designation of the officers and Administrative Committee, as set forth in said schedule.

22. The said officers and Administrative Committee shall have full authority, control and management of the conduct and affairs of the Campaign, herein provided for, including the employment and dismissal of staff and personnel. The Administrative Committee may delegate and assign such authority as they may deem wise and necessary in the conduct of the Campaign.

23. It is agreed that all checks, drafts, or other instruments for the withdrawal of funds and all negotiable paper of UNITED PALESTINE APPEAL shall be signed by any two officers who are authorized to sign by resolution of the Administrative Committee of the UNITED PALESTINE APPEAL.

24. The parties hereto agree to discourage the earmarking of contributions. In the event that, despite the reasonable efforts of each of the parties hereto to avoid earmarking, certain funds shall have been earmarked, such contributions shall be promptly reported to the national office of the UNITED PALESTINE APPEAL, and the contributions applied as directed by the donors. Such application of earmarked contributions to one or the other of the parties shall be taken into account in the . .

distribution of the net proceeds of the Campaign by deducting said earmarked sums from the share of the proceeds to which the party receiving the same may be entitled out of the proceeds of the UNITED PALESTINE APPEAL. It is understood, however, that earmarked contributions as referred to in this paragraph refer to amounts intended directly for the purpose of the Keren Hayesod or the Keren Kayemeth.

25. On or before October 1, 1941, the parties hereto shall on the call of either party as hereinafter set forth meet to determine whether or not the combined campaign herein agreed upon shall be renewed and continued for a further term of twelve months commencing January 1, 1942, and terminating December 31, 1942. At least five days' notice of the time and place of such meeting so to be held on or before October 1, 1941, may be given by either party to the other at any time between August 15th and September 15th. Such meeting shall be held in the office of UNITED PALESTINE APPEAL, 41 East 42nd Street, NEW YORK CITY. If no such meeting is called or takes place on or before October 1st, 1941, or if no agreement is reached by November 1st, for an extension of this contract beyond December 31, 1941, then this agreement shall terminate and come to and end on December 31, 1941. In the event that the parties shall fail to renew this agreement, UNITED PALESTINE APPEAL shall continue to act as their agent and in their behalf solely to collect unpaid subscriptions or pledges to the Campaign conducted in and for the years 1936, 1937, 1938, 1939, 1940 and 1941. In the event of the termination of this agreement the Keren Kayemeth shall be given the right to receive copies of all records at the disposal of the UNITED PALESTINE APPEAL in the conduct of its campaign and that the Keren Hayesod shall have the same right to the records at the disposal of the Keren Kayemeth in the conduct of its campaign.

26. Each of the parties hereto agree to execute any further documents and to do any and all acts reasonably necessary for the carrying out of the provisions of this agreement.

27. It is agreed that no allocations or appropriations shall be made by the Administrative Committee of the UNITED PALESTINE APPEAL for any purpose not provided for in the agreement except with the consent of the Keren Hayesod and the Keren Kayemeth as separate entities.

28. The Executive Directors of the Keren Hayesod and National Fund respectively, shall be invited to attend meetings of the UNITED PALESTINE APPEAL and have access to UNITED PALESTINE APPEAL records and be liaison representatives between the UNITED PALESTINE APPEAL and their respective organizations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

PALESTINE FOUNDATION FUND (KEREN HAYESOD) INC

BY CHARLES RESS
Chairman, Board of Directors

JEWISH NATIONAL FUND (KEREN KAYEMETH LEISRAEL) INC
BY ISRAEL GOLDSTEIN
President.