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CHAPTER 1: ESTABLISHING THE PROGRAM

This chapter contains:

- Developments leading to the establishment of the compensation program
- Negotiating for a compensation program
- The Foundation Law
- Main features of the compensation program

INTRODUCTION: A MULTI-LAYERED PROCESS

Reparations programs can be established in very different ways, and the form they take depends on the particular historical, legal, and political contexts, as well as the kind and scale of the human rights violations they are meant to address. Some programs are based on a peace accord, some are the result of recommendations by a truth and reconciliation commission, while others are initiated by political actors or as a result of legislation. Many challenges are faced prior to or during the establishment of a reparations program: For instance, which stakeholders should take part in the negotiations for such a program and how can their different interests be balanced? What kind of reparations — restitution, financial compensation, rehabilitation and satisfaction and guarantees — should be covered? How can the necessary funds be raised? Which human rights violations should be addressed and what are the criteria for eligibility? Who are the victims and how can they be reached? How should the procedure be designed to allow for correct determination of eligibility within an appropriate timeframe? A careful design and inclusive process of developing a reparations program are essential for the later acceptance of reparation payments by all stakeholders and for generating an effect of reconciliation and legal closure.

The establishment of the compensation program for former forced laborers was preceded by long and intensive negotiations at the international level involving representatives of the Federal Republic of Germany and German companies, the United States of America, some of the countries of origin of former forced laborers, as well as victims' associations and lawyers who represented victims in US courts. The negotiations took place more than 50 years after the end of the atrocities. Negotiators faced a multitude of challenges, because of the extraordinary magnitude of the crimes, the high number of victims, the number of countries involved and the divergent interests of the stakeholders. Moreover, there was pressure to come to an agreement quickly as possible, as so much time had passed and surviving former forced laborers were very old. Eventually, a compensation program was agreed upon, administered by a public foundation established mainly for this purpose. It was envisaged that the EVZ Foundation would work together with seven partner organizations.

This chapter explains how the compensation program for forced laborers came into being. It first outlines the developments that led to the adoption of the Foundation Law that established the EVZ Foundation, endowed it with the task to administer the compensation program and put the cornerstones of the payment program into German law, and discusses the challenges faced during the lengthy negotiations. It introduces the main features of the program and reflects on how the decisions taken during the negotiations shaped the actual compensation program.

DEVELOPMENTS LEADING TO THE ESTABLISHMENT OF THE COMPENSATION PROGRAM

The establishment of the compensation program in the year 2000 was largely the result of three main developments: the change of the political landscape in Europe after the end of the Cold War; increasing political awareness of the fact that former forced laborers, particularly those in Central and Eastern Europe, had not received any compensation; and finally a number of lawsuits against German companies and the Federal Republic of Germany in the United States of America.

First, the overall political landscape in Europe changed dramatically in the 1990s. The end of the Cold War brought up the issue of compensation payments for victims of the Nazi regime who lived in Central and Eastern European countries, as they had previously not received any or very small payments. This was partly due to the fact that Germany did not want to transfer any payments into these countries, and partly that communist regimes did not allow that citizens of their states received individual compensations. After the fall of the communist regimes in Central and Eastern Europe, there was no longer a political motivation to withhold such payments.

Second, political pressure in Germany grew in favor of creating a compensation program for forced laborers. Throughout the 1990s there was an increasing awareness of the fact that no compensation had been paid to former forced laborers specifically. Forced labor had not formed a criterion for compensation in former programs, neither in German national compensation legislation nor in hardship funds or lump sum agreements with states that had been attacked by Germany during the war. Also, only a few companies who “employed” forced laborers had paid out some compensation to individuals, with amounts varying greatly from one company to another. In the late 1980s and early 1990s, political parties at the national and European level as well as German non-governmental organizations had started a number of political initiatives to achieve compensation for forced labor, but they remained largely unsuccessful. Nevertheless, they brought the issue of forced labor back onto the political agenda.

Particularly, the Social Democratic Party of Germany and the Green Party of Germany (Bündnis 90/Die Grünen) played an active role in creating pressure prior to the negotiations. The Green Party had already promulgated the idea of setting up a foundation for this purpose for several years. This became more specific when, after the 1998 elections, the new Social Democrat/Green coalition government agreed to embark on it in their coalition agreement. After the negotiations started, however, the idea of a compensation program was eventually supported by all parties in Germany. This was partly due to a changing political climate in the 1980s and 90s that became more open in terms of dealing with Germany’s Nazi past. The negotiations thus took place with no significant political opposition, which became visible in the wide support of the Foundation Law that was presented to the German parliament after the negotiations.

Third, and perhaps most critical, former forced laborers from different countries had filed lawsuits against German companies and the Republic of Germany in United States courts, which created a lot of pressure to address the issue of forced labor. Starting in 1998, there was a wave of so-called class action lawsuits against those German companies operative in the US that had been involved in one way or another in abuses and exploitation of forced laborers during the Nazi period. The lawsuits were based on the Alien Tort Claims Act that provides for the possibility of a jurisdictional forum in the US even in extraterritorial cases involving the violation of international law.¹ For German companies, these lawsuits not only meant that they could eventually lose the cases and face very large financial obligations, they also had to spend significant sums on legal fees and, probably even more importantly, they got negative publicity in the media. There were, for example, large advertisements in US newspapers that called for a boycott of these German companies. Therefore, these court proceedings had an important impact on the economic performance of the involved German companies in the US. As a direct result of the US lawsuits, German companies had an interest to find a solution that would not only compensate former forced laborers but also protect them against future court proceedings (“legal closure”).

NEGOTIATING FOR A COMPENSATION PROGRAM

The years 1998–2000 saw several protracted rounds of negotiations. While there was basic agreement that there should be compensation for forced labor in concentration camps and ghettos as well as for forced labor of persons deported to the territory of the Third Reich, there were a number of issues that were hotly debated during the negotiations. The actual number of potential beneficiaries for these and other potentially eligible groups was highly disputed. The overall amount of funding to be provided to the EVZ Foundation had to be negotiated, as well as the individual amounts for particular historical situations. A major issue was also how to protect German companies as well as the Republic of Germany from further legal action in courts. Negotiations were difficult not only due to the high stakes for all parties involved, but also because there was immense time pressure: the potential beneficiaries were very old and any unnecessary delays would be morally unacceptable. This pressure, along with increasing pressure from the US and German governments and the general public, may well have contributed to finding compromises.²

1 The text of the Alien Tort Claims Act reads as follows: “The district courts shall have original jurisdiction of any civil action by an alien for a tort only, committed in violation of the law of nations or a treaty of the United States.” (28 U.S.C. § 1350). The text was originally adopted as a part of the Judiciary Act in 1789 (1 Stat. 73 (77), § 9). Recently, the law has been changed in a way that would not allow for the kind of lawsuits that were filed against German companies in the late 1990s.

2 For accounts of the course of the negotiations, see Stuart E. Eizenstat, *Imperfect Justice: Looted Assets, Slave Labor, and the Unfinished Business of World War* (New York: Public Affairs, 2003); Lutz Niethammer, “From Forced Labor in Nazi Germany to the Foundation Remembrance, Responsibility and Future,” in “A Mutual Responsibility and a Moral Obligation”: *The Final Report on Germany’s Compensation Programs for Forced Labor and Other Personal Injuries*, eds. Michael Jansen and Günter Saathoff (New York: Palgrave MacMillan, 2009), 15–85; Susanne-Sophia Spiliotis, *Verantwortung und Rechtsfrieden – Die Stiftungsinitiative der deutschen Wirtschaft* (Frankfurt am Main: Fischer, 2003).

Who were the stakeholders?

The negotiations took place with the participation of a large group of stakeholders who all had an interest in the question of compensation for forced labor. The German Chancellor appointed a special envoy tasked to negotiate an overall solution with the Government of the United States and all other relevant governments. The German companies were represented by the Foundation Initiative of the German Industry (*Stiftungsinitiative der deutschen Wirtschaft*), a loose association³ of those leading German companies that had been involved in using forced labor. The US Government also appointed a special representative for this purpose. The Central and Eastern European countries designated the so-called reconciliation foundations to represent their interests at the negotiating table. These foundations had already been involved in a previous round of German compensation payments in the 1990s, and it seemed natural that they would be the implementing partner organizations for the compensation program for forced labor as well. Many of them already had considerable knowledge of the beneficiaries of the new program and could rely on existing documentation on victims of Nazi injustice. Finally, the victims of forced labor were represented in the negotiations by victims' associations as well as the US law firms involved in the class action lawsuits.



Figure 2: Negotiation round on the compensation of forced laborers, 1999. The partners of the Foundation Initiative for the German Industry meet in the German Foreign Office. Source: Bundesregierung/Engelbert Reineke

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- 3 The legal nature of the Foundation Initiative remained somewhat obscure (arguably, an association under German civil law, so called “BGB-Gesellschaft,” or a corporation *sui generis*). This could have raised difficulties: for instance, it would not have been clear who was to be sued if the Foundation Initiative had not raised its equal share of the monetary contributions.

How could the different interests of the negotiators be reconciled? In the following, four of the most important discussion points will be briefly outlined: the number of potential beneficiaries, the overall amount of compensation, legal closure for German companies, and the design of the compensation program.

Who were the beneficiaries?

Knowing the number of potential beneficiaries is crucial when designing a compensation program and, most importantly, for reaching an overall compensation amount. Estimating the number of victims for the forced labor program was particularly difficult as so much time had passed. Yet, in contrast to many other contexts, there were many historical records that could be relied upon, and some of the victim organizations already possessed documentation from earlier compensation programs. In addition, in 1999, European historians came together at a conference in Florence, Italy, that was to provide estimates of the number of potential beneficiaries for the compensation program.⁴ Some of the participants in the negotiations also took part in that conference.

At the same time, “forced labor” had to be further qualified during the negotiations. There were different types of forced labor, involving various degrees of suffering. The representatives of the German companies argued that forced laborers in the agricultural sector, who were often placed with small farming companies or family-owned farms, suffered less than those in concentration camps or in industrial forced labor. Therefore, agricultural forced labor was initially excluded from the program. However, Polish victim organizations lobbied successfully for opening the option to include this group in the course of the implementation of the program considering the hardships this very sizeable group had endured. In this case, the fact that victims’ representatives were present during the negotiations led to the inclusion of groups that were previously not considered.

The exclusion of certain victim groups was also established early on in the process. In particular, it was decided that a prisoner of war status would not constitute a criterion for eligibility. At the time, this did not give rise to significant controversies among the negotiators who tried to avoid that the issue of prisoners of war would lead to debates in German society on the issue of forced labor by *German* prisoners of war. In order not to put into danger the prospect for a solution regarding civilian forced labor, this aspect remained therefore excluded from the negotiations.⁵ However, it became clear during the implementation phase that this exclusion

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 4 Niethammer, “From Forced Labor in Nazi Germany,” 60.

5 Niethammer, “From Forced Labor in Nazi Germany,” 65.

led to a number of controversies.⁶ Long after the conclusion of this compensation program, a specific program for former Soviet prisoners of war was decided by the German Parliament in 2015.⁷

How much money should be allocated for the compensation program and who would pay for it?

The amount of money allocated for compensation programs is often one of the most sensitive topics in negotiations, and the financial aspects were arguably the most difficult part of the negotiations for the forced labor compensation program. There were different lines of argumentation; the overall sum that the German companies were willing to contribute contrasted with calculations based on individual compensation amounts. It was agreed that the program would be allocated a fixed rather than a flexible fund, in particular, in order to avoid incalculable gaps in funding considering the unclear numbers of eligible claimants. Setting a fixed amount for such a complex program was considered the only alternative given the many interested sides that had to agree on this program.⁸ Chapter 3 explains in more detail how many consequences this decision had for the design and financial implementation of the program.

In order to arrive at an overall sum, the different stakeholders offered their own calculations based on available estimates of the overall number of beneficiaries and proposals for the amounts of individual payments under the program which diverged drastically in the beginning. While it was initially assumed that the German companies would pay for the program through the Foundation Initiative, eventually the German State agreed to match these contributions, and to establish a public foundation under federal law. After protracted negotiations, the total amount of 10 billion Deutsche Mark (roughly 5.2 billion Euros) was agreed, to be paid in equal shares by the German companies and the German State. This sum must be regarded as a politically informed decision.⁹

6 For more information on eligibility criteria, see Chapter 2.

7 It was based on the “guidelines on one-time payments to former Soviet prisoners of war in recognition of their treatment in German detention,” established by the German Federal Ministry of Finance. For more information on this compensation program, see www.badv.bund.de/EN/UnresolvedPropertyIssues/PaymentToFormerSovietPrisonersOfWar/start.html (accessed 21 February 2017).

8 For more information on the negotiation of the amount of the compensation, see www.wollheim-memorial.de/en/die_stiftungsinitiative_der_deutschen_wirtschaft_1999 (accessed 21 February 2017).

9 There is much documentation available that covers this aspect of the negotiations in depth. See Niethammer, “From Forced Labor in Nazi Germany,” 61.

How can German companies be sure that they will not be sued again in the future?

A major point in the negotiations was the issue of “legal closure.” One of the main worries of the German companies was that they could still be sued for compensation even if they participated in the compensation program. Therefore, a central demand from the German side was legal closure — which meant that there would be protection from lawsuits in the future. Moreover, German companies expected that the ongoing lawsuits in the US would be terminated upon the establishment of the compensation program — after all, this was one of the main reasons why they were at the negotiation table.

Legal closure is not always an issue in reparations programs as it depends on the nature of crimes perpetrated and on the form of the reparations program (for example, whether former perpetrators or their successors are directly involved in the design and funding of a program or not). However, where such aspects play a role such as in the German case, they are often part of compensation agreements. Guaranteeing legal closure may seem as serving only the perpetrator’s side, but it is also a powerful leverage to ensure compliance with such a program.

The German side demanded legal closure as a requirement for the setup of the program and it was decided already during the negotiations that every claimant of the German compensation program would have to waive any future claims against German companies and, in a specified way, against the German State in any matter connected to Nazi-era injustice. It was also agreed that all cases pending before US courts would be terminated before payments under the program would start. This turned out to be quite a significant hurdle for the compensation program to overcome. The specifics of the provision of legal closure in the German compensation program are discussed in Chapter 10.

How should the compensation program be designed?

Finally, the negotiations also covered many legal and organizational aspects. These were important insofar as the program was addressed to claimants all over the world and cooperation was necessary between many political and administrative entities. The stakeholders agreed that a foundation under German public law, combined with the implementation by seven partner organizations abroad, would be the best way to administer the compensation payments. It then had to be negotiated who had the final decision power to approve the claims and the payments, which was to be the EVZ Foundation. It was also agreed that the compensation program would be overseen by a Board of Trustees which largely comprised members who had been participants of the negotiation round (up to this day, for example, the law firms that filed the class actions suits in the US are represented by a member in the oversight body of the EVZ Foundation). These and other aspects will be discussed in more detail throughout the course of this book.

THE FOUNDATION LAW

The negotiation rounds resulted in three main documents that were the basis of the compensation program: a so-called “Joint Statement,” an agreement between the German and US governments, and finally, the Foundation Law (see Annex 2, 3 and 1, respectively).

In the *Joint Statement* on the occasion of the plenary meeting that concluded the international negotiations on 17 July 2000, the governments of Germany, the US, Israel and Central and Eastern European States (Belarus, Czech Republic, Poland, Russian Federation, Ukraine), as well as the Foundation Initiative of the German Industry, a Jewish victims’ organization (JCC), and a number of victims’ attorneys endorsed the basic principles to be included in the Foundation Law. This document is remarkable in that it is evidence of an agreement among very diverse groups of stakeholders. It was an important moment for the program as it symbolized the motivation to come to an agreement and to start the compensation process quickly rather than work on reaching airtight legal solutions. Political will on all sides was crucial.

The Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany on the Foundation Remembrance, Responsibility and Future of 17 July 2000 focused primarily on the issue of ‘legal closure,’ i.e. what was to happen with the class action lawsuits that were pending before courts in the US. It detailed — without binding effect — that these cases should be dismissed by the respective courts as this was in the interest of US foreign policy, and that the compensation program would be the only process in which victims could claim compensation.¹⁰

The *Foundation Law* is a German federal law that was the legal basis for the establishment of the EVZ Foundation and was enacted on 12 August 2000. The most important elements of the law were comprised in an annex to the US-German agreement.¹¹ The Foundation Law includes the recognition on the part of the German State and German companies of the historic and moral responsibility for the “severe injustice [committed] on forced laborers, through deportation, internment, exploitation which in some cases extended to destruction through labor, and through a large number of other human rights violations” (Preamble to the Foundation Law, see Annex 1).

¹⁰ See Annex 3, Annex B.

¹¹ See Annex 3, Annex A.

MAIN FEATURES OF THE COMPENSATION PROGRAM

The Foundation Law already determined many aspects of the compensation program. The main features will be discussed here and in the remainder of the book.

The Foundation Law determined eligibility. Given the enormous variety in individual fates as well as the extremely high number of potentially eligible persons all over the world — it had been estimated that of the persons who were still alive 280,000 had carried out forced labor in concentration camps or ghettos, 623,000 in industry and in the public sector in Germany, 567,000 persons in occupied territories, and 783,000 in agriculture and other types of forced labor¹² — it was decided to establish broad categories of eligibility rather than differentiate between the level and intensity of suffering. These categories addressed the situation of forced labor in a concentration camp, a similarly bad detention camp, or in a ghetto (category A); forced labor in industry after deportation (category B); and an opening clause allowing partner organizations to define additional situations related to forced labor (category C). Even though the primary purpose of the EVZ Foundation was to address the phenomenon of forced labor under harsh living conditions, so-called “other personal injuries” and property losses were also addressed. The inclusion of these other program areas was prompted mainly by lawsuits concerning these other types of situations. These program lines are discussed in detail in Chapter 9 of this book.

The law defined certain maximum amounts for each of the categories of forced labor (first category: up to 15,000 Deutsche Mark [about 7,670 Euros], other categories up to 5,000 Deutsche Mark [about 2,560 Euros]). Within these categories, with few exceptions, partner organizations had discretion to define sub-categories, as well as differentiate in the sums awarded below the maximum amount in order to better reflect the various groups of fates suffered. All aspects of eligibility will be discussed in detail in Chapter 2.

The Foundation Law determined the organizational structure of the EVZ Foundation as well as a number of aspects regarding the workflow and cooperation with partner organizations. The Foundation Law regulated the tasks and functioning of the Board of Directors and the Board of Trustees. Moreover, seven partner organizations were foreseen by the Law to implement the program: organizations for residents of Poland, Ukraine (also responsible for Moldova), the Russian Federation (also responsible for Latvia and Lithuania), Belarus (also responsible for Estonia), the Czech Republic, and international partners for Jewish (JCC) and non-Jewish (IOM) applicants living elsewhere in the world. In addition, the organizations in Ukraine, Russia, and Belarus shared the responsibility for applicants residing in one of the other former republics of the Soviet Union. Cooperation between the EVZ Foundation and the partner organizations was regulated in greater detail in partnership agreements negotiated between the EVZ Foundation and each of its partners. This was necessary because German

12 Niethammer, “From Forced Labor in Nazi Germany,” 60.

law could not be executed in other states. The central function of the Foundation Law was that, even though the partner organizations had their seat in other states and would not be subject to German law, their decisions on eligibility would have to be in conformity with the German legal provisions. (Chapter 4 discusses the organizational structure and cooperation with partner organizations in detail.)

The Foundation Law further allocated specific amounts for each program and each partner organization. The EVZ Foundation was funded by the German State and the Foundation Initiative of the German Industry with each contributing about 2.6 billion Euros.¹³ The full amount of the EVZ Foundation's capital was then allocated to specified purposes. All monies went into the compensation program for forced labor and other personal injuries/damages except the following positions: about 358 million Euros were allocated to a "Remembrance and Future" Fund (see Chapter 12) for financing projects; another 102 million Euros were reserved for administrative costs of the EVZ Foundation responsible for organizing the basic features of the compensation program as well as the costs incurred by the American and German lawyers who had contributed in one way or another to the establishment of the EVZ Foundation. In the following years, the overall fund was also supplemented by about 300 million Euros in interests earned over the course of the program.

Specified total amounts were assigned for specific damages (Section 9 Foundation Law). The largest amount — 8.1 billion Deutsche Mark (about 4.14 billion Euros) — was allocated to seven partner organizations which processed the claims and that were responsible for making available the payments to eligible applicants. It was decided that the responsibility of each partner organization was determined by the place of residence of an applicant on 16 February 1999. The sums were based on the estimates by the historical commission of how many potential beneficiaries lived in the respective countries or areas. However, as a ceiling was established for the total funds allocated to each partner organization, this meant that a partner organization could not spend more than this amount for all eligible applicants within its regional responsibility.

Other programs implemented alongside the forced labor compensation program

In order to address other situations which had formed the subject of lawsuits pending before US courts, some additional cases of eligibility were established. In particular, about 25.6 million Euros were set aside for other personal injuries suffered, in particular, by victims of medical experiments and of homes for children of forced laborers. These claims were also processed by the partner organizations. Another 514 million Euros were reserved for property losses

¹³ All Euro amounts cited here and elsewhere in the book are approximate, as these contributions were paid in Germany's former currency, the "Deutsche Mark". Chapter 3 deals with the question of how the money was raised by the German companies as well as how it was split up exactly between the EVZ Foundation and the various partner organizations.

directly caused by the involvement of German companies, as well as for certain humanitarian purposes, as detailed in Chapter 9.

Another decision was to create a “Remembrance and Future” Fund, at the specific request of the German companies. The negotiators agreed that an important aim of the EVZ Foundation was to uphold the remembrance of the atrocities committed, after having completed the compensation programs. While it was recognized that the compensation program came too late for those who lost their lives in the Nazi era or since, the German legislator declared its intention “to keep alive the memory of the injustice inflicted on the victims for coming generations as well” (Preamble). Therefore, part of the EVZ Foundation’s financial resources was allocated to the establishment of a permanent fund

to foster projects that serve the purposes of better understanding among peoples, the interests of survivors of the National Socialist regime, youth exchange, social justice, remembrance of the threat posed by totalitarian systems and despotism, and international cooperation in humanitarian endeavors. In commemoration and respect of those victims of National Socialist injustice who did not survive, it is also intended to further projects in the interest of their heirs. (Section 2 (2) Foundation Law)

This — permanent — “Remembrance and Future” Fund operated separately from the main compensation program and its work is still ongoing (see Chapter 12).

SUMMARY

The German compensation program for forced laborers was the result of complex negotiations in which many interests and pressure factors were taken into account. The unique historical characteristics of the crime of forced labor which was used almost all across Europe under the Nazi regime during the Second World War as well as the subsequent movements of victims to other parts of the world made the program an international undertaking. The legal framework for the compensation payments bears witness to the special situation in which the negotiators found themselves. Although lawsuits before US courts (that could or could not have turned out to be successful) were among the main factors that triggered the process, the program was a political decision and did not entail a legal right to compensation for potential beneficiaries. To date, it remains the largest compensation program ever adopted. It eventually distributed individual payments to 1.66 million claimants in 89 countries with an overall amount of EUR 4.34 billion Euros.

The decisions taken during the negotiations had a lasting impact on the shape of the later compensation program. As the following chapters show, many features of the program can only be understood when tracing them back to the different interests during the negotiations and in relationship to previous German compensation programs concerning Nazi crimes.

CHALLENGES AND LESSONS LEARNED

- In the case of the forced labor compensation program, it was important to work together with stakeholders representing all relevant parties and groups of victims. The involvement of stakeholders including representatives of the victims' side during the negotiations generated a high degree of acceptance of the program among the stakeholders. In addition, accurate information about the kinds of crimes, the different victim groups and the number of potential beneficiaries is crucial for the design of a reparations program. The establishment of historical facts should not depend on the interests of stakeholders but needs to be accepted on their part. In the case of the forced labor program, acceptance of the estimates of potentially eligible victims and other historical assessments was facilitated by the involvement of expert historians designated by each of the parties involved in the negotiations.
- It was a good practice that the setup of the EVZ Foundation and the implementation of the compensation program were the subject of a law. This gave the involved governments a clear legal responsibility and increased commitment to the program.
- During the negotiations, many specific features were decided upon, and the Foundation Law also contained a rather detailed framework. This had both positive and negative consequences. On the one hand, it served as a predictable framework. However, on the other hand the procedures had to be followed even if at a later stage there would have been better solutions available. For example, the program dealt with extremely large numbers of potential beneficiaries, and yet the Foundation Law already contained very detailed calculations for the total funds allocated to each partner organization. This posed a number of practical challenges during the implementation of the program.
- Including victim groups in the negotiations phase was a good practice. It helped reflect their expectations in the design of the program and may well have increased the overall "acceptance" of the program.
- The fact that many of partners were already participants in the negotiations may have contributed to a rather smooth process of implementation.

- Parties to the negotiations were represented throughout the application of the program in an oversight committee, the Board of Trustees. This way, continuity of commitment and support as well as control and monitoring by negotiating parties was secured throughout the program phases.
- The prospect of legal closure was a central incentive for German companies and for the German state to engage in the negotiations and also led to an increase in the amounts of funding agreed on in the course of the negotiations.