

No. 32186

**SPAIN
and
HOLY SEE**

**Agreement on matters of common interest in the Holy Land
(with annex). Signed at Madrid on 21 December 1994**

Authentic texts: Spanish and Italian.

Registered by Spain on 5 October 1995.

**ESPAGNE
et
SAINT-SIÈGE**

**Accord sur des questions d'intérêt commun en Terre Sainte
(avec annexe). Signé à Madrid le 21 décembre 1994**

Textes authentiques : espagnol et italien.

Enregistré par l'Espagne le 5 octobre 1995.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE KINGDOM OF SPAIN AND THE HOLY SEE ON MATTERS OF COMMON INTEREST IN THE HOLY LAND

Spain and the Holy See, with the aim of adapting to present circumstances the secular works carried out by Spain in the Holy Land, have agreed as follows:

Article 1

Spain recognizes the full and sole competence of the Apostolic See and of Custody of the Holy Land, in accordance with the Charter of the latter, in the free and independent exercise of their jurisdiction in respect of the conservation and administration of the Holy Places and the institutions of the Middle East where Custody of the Holy Land carries out its activities.

Article 2

Custody of the Holy Land shall provide Obra Pía de los Santos Lugares with the property deeds in its possession and with the documents needed for entry in the Property Register in the name of Obra Pía de los Santos Lugares or, as the case may be, for the alienation of the following properties, of which it acknowledges Obra Pía de los Santos Lugares, for historical reasons, to be the sole owner:

- The site of the former Jaffa Cemetery;
- The Ramleh Olive Grove;
- The Ramleh Oil Mill complex;
- The Pera Hospice (Istanbul).

Article 3

The Government of Spain shall issue instructions to Obra Pía de los Santos Lugares for the alienation of the said properties within a maximum of two years from the date on which it obtains their entry in the relevant Property Registers or from such time as they can be put up for sale.

Article 4

1. Obra Pía de los Santos Lugares shall surrender to Custody of the Holy Land 20 per cent of the net price from the sale of each of the properties. By “net price” is meant the balance remaining after deduction of any costs and taxes that have been or will be incurred, any costs and taxes relating to entry in the Property Register in the name of Obra Pía de los Santos Lugares and any costs and taxes must be paid by the latter as a consequence of the sale.

2. To determine the net price, any compensation that Obra Pía de los Santos Lugares may have to pay to the current occupants of the properties shall also be deducted, along with the cost of any legal action that may be necessary to evict them.

¹ Came into force on 4 July 1995, the date on which the Contracting Parties notified each other (on 16 June and 4 July 1995) of the completion of their respective internal requirements, in accordance with article 12.

3. Similarly, if the alienation takes the form of exchange, Obra Pía de los Santos Lugares shall surrender to Custody of the Holy Land 20 per cent of the net value of the property transferred by Obra Pía de los Santos Lugares. The net value shall be the balance remaining after deduction from the value given in the valuation recorded in the document formalizing the exchange of any costs and taxes and of possible compensation of the type previously referred to in this article.

4. Obra Pía de los Santos Lugares shall undertake to remit to Custody of the Holy Land, with documentary proof, the total price agreed upon for the alienation of each property.

Article 5

If Obra Pía de los Santos Lugares deems that for reasons of *force majeure* it cannot effect the alienation within the two-year period provided for in article 3, it shall so report to Custody of the Holy Land on the understanding that the term will be extended until such reasons cease to exist. From that moment, Obra Pía de los Santos Lugares shall have a maximum of one year to effect the alienation.

Article 6

If Obra Pía de los Santos Lugares considers that the terms obtainable for alienating any of the properties are financially unsatisfactory, it shall report those terms to Custody of the Holy Land with a view to establishing an extension by mutual agreement.

Article 7

Obra Pía de los Santos Lugares and Custody of the Holy Land shall allocate their respective shares in the net proceeds from each alienation to the attainment of their institutional ends by reinvesting in the Holy Land the proceeds from the alienation of the former Jaffa Cemetery, the Ramleh Olive Grove and the Ramleh Oil Mill complex.

Article 8

1. Bare ownership of the Casa de España in Damascus is recognized as vested in Obra Pía de los Santos Lugares.

2. Custody of the Holy Land shall not object to Obra Pía's ownership of the old Casa Nova in Jaffa.

3. Custody of the Holy Land and Obra Pía de los Santos Lugares agree not to dispute the ownership of any of the other properties currently in either's possession, which properties shall therefore remain definitively acquired and registered in the name of the current owners. Custody of the Holy Land and Obra Pía de los Santos Lugares shall assist each other in effecting such registrations.

4. Lastly, the reservation made by Spain and accepted by Custody of the Holy Land is confirmed in respect of the transfer to the latter of the 2,000 square metre plot for the Franciscan Monastery at Bethlehem in 1874.

Article 9

The *modus operandi* for executing the present Agreement is set out in the Annex, which is an integral and inseparable part of the Agreement.