

The original documents are located in Box 28, folder “Nixon - Papers Agreement, 9/06/1974” of the Philip Buchen Files at the Gerald R. Ford Presidential Library.

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Thursday 9/5/74

3:50 Advised the Military Aide's office (Marty) that they should have Mr. Miller picked up at 4:15 at the Embassy Row Hotel.

Called Signal and then got through to Col. Brennan and he will get reservations for the two (separate rooms) at the San Clemente Inn.



Thursday 9/5/74

3:45 Becker:

Mr. Miller wants you to call him about the
"staying overnight" bit.

293-6400

Also, Military Aide's office said if you
plan to stay overnight, we should call Signal
and then ask for San Clemente Board and ask
for Colonel Brennan -- requesting accommodations
for the two of you overnight.

Shall I do that for you?



Thursday 9/5/74

3:00 Benton:

The car will pick you up at 4:30 at West Basement.

The plane will have to depart from California prior to midnight (California time) ---- or the crew will be under orders to stay overnight (regulations).

So if your meeting makes it impossible to depart before that, you should plan accordingly.



Mr. Herbert (Jack) Miller
10600 River Road
Potomac, Maryland

299-9472

It's a farm -- house sits back from the road and is called
Trespassers W

Car will pick him up at 4:15 at his home

THE WHITE HOUSE

WASHINGTON

9/5/74

2:00 p. m.

Marti McAllister in the Military Office
is asking the name of the gentleman
going with you to El Toro tonight?

Is it Benton?

Is he also coming back with you
tomorrow?

Harbert
Jack
Muller



Nixon, et al. v. Sampson, et al.
C. A. 74-1518 and C. A. 74-1533

Extra copies of September 6, 1974, agreement between Richard Nixon and Arthur Sampson and first draft, which are in the files of Philip W. Buchen, Counsel to the President



September 6, 1974

Honorable Arthur F. Sampson
Administrator
General Services Administration
Washington, D. C.

Dear Mr. Sampson:

In keeping with the tradition established by other former Presidents, it is my desire to donate to the United States, at a future date, a substantial portion of my Presidential materials which are of historical value to our Country. In donating these Presidential materials to the United States, it will be my desire that they be made available, with appropriate restrictions, for research and study.

In the interim, so that my materials may be preserved, I offer to transfer to the Administrator of General Services (the "Administrator"), for deposit, pursuant to 44 U.S.C. Section 2101, et seq., all of my Presidential historical materials as defined in 44 U.S.C. Section 2101 (hereinafter "Materials"), which are located within the metropolitan area of the District of Columbia, subject to the following:

1. The Administrator agrees to accept solely for the purpose of deposit the transfer of the Materials, and in so accepting the Materials agrees to abide by each of the terms and conditions contained herein.
2. In the event of my death prior to the expiration of the three-year time period established in paragraph 7A hereof, the terms and conditions contained herein shall be binding upon and inure to the benefit of the executor of my estate for the duration of said period.
3. I retain all legal and equitable title to the Materials, including all literary property rights.



4. The Materials shall, upon acceptance of this offer by the Administrator, be deposited temporarily in an existing facility belonging to the United States, located within the State of California near my present residence. The Materials shall remain deposited in the temporary California facility until such time as there may be established, with my approval, a permanent Presidential archival depository as provided for in 44 U.S.C. Section 2108.
5. The Administrator shall provide in such temporary depository and in any permanent Presidential archival depository reasonable office space for my personal use in accordance with 44 U.S.C. Section 2108 (f). The Materials in their entirety shall be deposited within such office space in the manner described in paragraph 6 hereof.
6. Within both the temporary and any permanent Presidential archival depository, all of the Materials shall be placed within secure storage areas to which access can be gained only by use of two keys. One key, essential for access, shall be given to me alone as custodian of the Materials. The other key may be duplicated and entrusted by you to the Archivist of the United States or to members of his staff.
7. Access to the Materials within the secure areas, with the exception of recordings of conversations in the White House and the Executive Office Building which are governed by paragraphs 8 and 9 hereof, shall be as follows:



- A. For a period of three years from the date of this instrument, I agree not to withdraw from deposit any originals of the Materials, except as provided in subparagraph B below and paragraph 10 herein. During said three-year period, I may make reproductions of any of the originals of the Materials and withdraw from deposit such reproductions for any use I may deem appropriate. Except as provided in subparagraph B below, access to the Materials shall be limited to myself, and to such persons as I may authorize from time to time in writing, the scope of such access to be set forth by me in each said written authorization. Any request for access to the Materials made to the Administrator, the Archivist of the United States or any member of their staffs shall be referred to me. After three years I shall have the right to withdraw from deposit without formality any or all of the Materials to which this paragraph applies and to retain such withdrawn Materials for any purpose or use I may deem appropriate, including but not limited to reproduction, examination, publication or display by myself or by anyone else I may approve.
- B. In the event that production of the Materials or any portion thereof is demanded by a subpoena or other order directed to any official or employee of the United States, the recipient of the subpoena or order shall immediately notify me so that I may respond thereto, as the owner and custodian of the Materials, with sole right and power of access thereto and, if appropriate, assert any privilege or defense I may have. Prior to any such production, I shall inform the United States so it may inspect the subpoenaed materials and determine whether to object to its production on grounds of national security or any other privilege.



8. The tape recordings of conversations in the White House and Executive Office Building which will be deposited pursuant to this instrument shall remain on deposit until September 1, 1979. I intend to and do hereby donate to the United States, such gift to be effective September 1, 1979, all of the tape recordings of conversations in the White House and Executive Office Building conditioned however on my continuing right of access as specified in paragraph 9 hereof and on the further condition that such tapes shall be destroyed at the time of my death or on September 1, 1984, whichever event shall first occur. Subsequent to September 1, 1979 the Administrator shall destroy such tapes as I may direct. I impose this restriction as other Presidents have before me to guard against the possibility of the tapes being used to injure, embarrass, or harass any person and properly to safeguard the interests of the United States.

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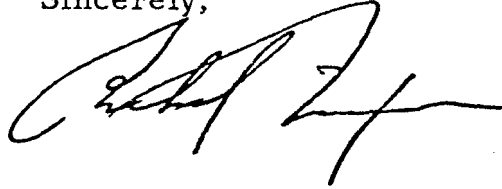
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10. The Administrator shall arrange and be responsible for the reasonable protection of the Materials from loss, destruction or access by unauthorized persons, and may upon receipt of an appropriate written authorization from the Counsel to the President provide for a temporary re-deposit of certain of the Materials to a location other than the existing facility described in paragraph 4 herein, provided however that no diminution of the Administrator's responsibility to protect and secure the Materials from loss, destruction, unauthorized copying or access by unauthorized persons is affected by said temporary re-deposit.
11. From time to time as I deem appropriate, I intend to donate to the United States certain portions of the Materials deposited with the Administrator pursuant to this agreement, such donations to be accompanied by appropriate restrictions as authorized by 44 U.S.C. Section 2107. However, prior to such donation, it will be necessary to review the Materials to determine which of them should be subject to restriction, and the nature of the restrictions to be imposed. This review will require a meticulous, thorough, time-consuming analysis. If necessary to fulfill this task, I will request that you designate certain members of the Archivist's staff to assist in this review under my direction.



If you determine that the terms and conditions set forth above are acceptable for the purpose of governing the establishment and maintenance of a depository of the Materials pursuant to 44 U.S.C. Section 2101 and for accepting the irrevocable gift of recordings of conversations after the specified five year period for purposes as contained in paragraph 8 herein, please indicate your acceptance by signing the enclosed copy of this letter and returning it to me. Upon your acceptance we both shall be bound by the terms of this agreement.

Sincerely,



Accepted by:

Arthur F. Sampson
Administrator
General Services Administration



LAW OFFICES
MILLER, CASSIDY, LARROCA & LEWIN
1320 19TH STREET, N.W. - SUITE 500
WASHINGTON, D. C. 20036

AREA CODE 202
TELEPHONE 293-6400

JOSEPH S. MCCARTHY
COURTNEY A. EVANS
OF COUNSEL

HERBERT J. MILLER, JR.
JOHN JOSEPH CASSIDY
RAYMOND G. LARROCA
NATHAN LEWIN
MARTIN D. MINSKER
WILLIAM H. JEFFRESS, JR.
THOMAS D. ROWE, JR.
A. RAYMOND RANDOLPH, JR.
R. STAN MORTENSON

October 15, 1974

Arthur F. Sampson
Administrator
General Services Administration
Washington, D. C.

Dear Mr. Sampson:

Since the execution of the depository agreement of September 6, 1974 relating to certain presidential materials of former President Nixon, there has been much public discussion of the terms and conditions set forth in that agreement. One that has raised much concern is that provision relating to the destruction of the tape recorded conversations. Various persons have evidently misinterpreted the provisions as requiring the destruction of the tape recordings at the time of the former President's death or September 1, 1984, whichever event first occurs, even if the death of the former President occurs within the next several years.

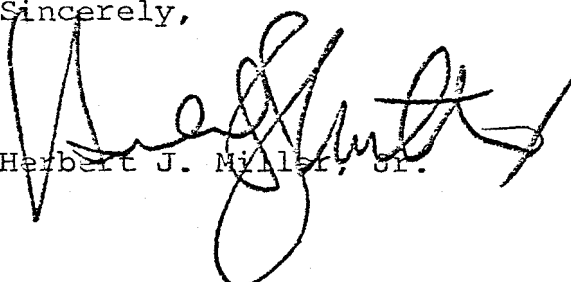
You will recall that the depository agreement provides that the tape recorded conversations shall remain on deposit until September 1, 1979 and may not be removed by the former President or any other person without legal process prior to that date. Thereafter, the recordings become the property of the United States upon the conditions that the former President may designate destruction of specific recordings and that all of the recordings will be destroyed at the time of his death or September 1, 1984, whichever shall first occur.



Arthur F. Sampson
Page Two
October 15, 1974

This letter will serve to inform you of the former President's understanding with respect to this provision. Your actions in accordance with this understanding are therefore acceptable as originally agreed.

Sincerely,


Herbert J. Miller, Sr.

CC: Mr. Philip Buchen
Mr. William Casselman

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WASHINGTON, D. C. 20036

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TELEPHONE 293-6400

*access
(our
material
in GSA)*

JOSEPH S. MCCARTHY
COURTNEY A. EVANS
OF COUNSEL

October 15, 1974

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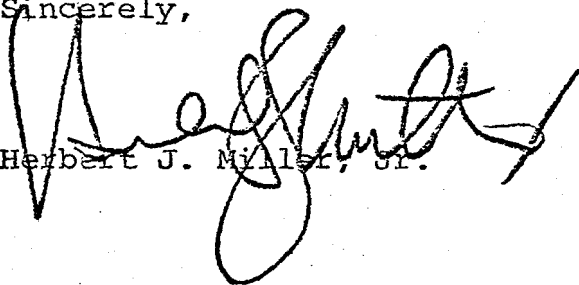
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Mr. William Casselman



September 6, 1974

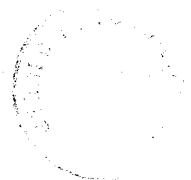
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In the interim, so that my materials may be preserved, I offer to transfer to the Administrator of General Services (the "Administrator"), for deposit, pursuant to 44 U.S.C. Section 2101, et seq., all of my Presidential historical materials as defined in 44 U.S.C. Section 2101 (hereinafter "Materials"), which are located within the metropolitan area of the District of Columbia, subject to the following:

1. The Administrator agrees to accept solely for the purpose of deposit the transfer of the Materials, and in so accepting the Materials agrees to abide by each of the terms and conditions contained herein.
2. In the event of my death prior to the expiration of the three-year time period established in paragraph 7A hereof, the terms and conditions contained herein shall be binding upon and inure to the benefit of the executor of my estate for the duration of said period.
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4. The Materials shall, upon acceptance of this offer by the Administrator, be deposited temporarily in an existing facility belonging to the United States, located within the State of California near my present residence. The Materials shall remain deposited in the temporary California facility until such time as there may be established, with my approval, a permanent Presidential archival depository as provided for in 44 U.S.C. Section 2108.
5. The Administrator shall provide in such temporary depository and in any permanent Presidential archival depository reasonable office space for my personal use in accordance with 44 U.S.C. Section 2108 (f). The Materials in their entirety shall be deposited within such office space in the manner described in paragraph 6 hereof.
6. Within both the temporary and any permanent Presidential archival depository, all of the Materials shall be placed within secure storage areas to which access can be gained only by use of two keys. One key, essential for access, shall be given to me alone as custodian of the Materials. The other key may be duplicated and entrusted by you to the Archivist of the United States or to members of his staff.
7. Access to the Materials within the secure areas, with the exception of recordings of conversations in the White House and the Executive Office Building which are governed by paragraphs 8 and 9 hereof, shall be as follows:



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- B. In the event that production of the Materials or any portion thereof is demanded by a subpoena or other order directed to any official or employee of the United States, the recipient of the subpoena or order shall immediately notify me so that I may respond thereto, as the owner and custodian of the Materials, with sole right and power of access thereto and, if appropriate, assert any privilege or defense I may have. Prior to any such production, I shall inform the United States so it may inspect the subpoenaed materials and determine whether to object to its production on grounds of national security or any other privilege.

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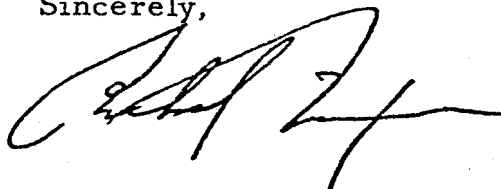
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11. From time to time as I deem appropriate, I intend to donate to the United States certain portions of the Materials deposited with the Administrator pursuant to this agreement, such donations to be accompanied by appropriate restrictions as authorized by 44 U.S.C. Section 2107. However, prior to such donation, it will be necessary to review the Materials to determine which of them should be subject to restriction, and the nature of the restrictions to be imposed. This review will require a meticulous, thorough, time-consuming analysis. If necessary to fulfill this task, I will request that you designate certain members of the Archivist's staff to assist in this review under my direction.

If you determine that the terms and conditions set forth above are acceptable for the purpose of governing the establishment and maintenance of a depository of the Materials pursuant to 44 U.S.C. Section 2101 and for accepting the irrevocable gift of recordings of conversations after the specified five year period for purposes as contained in paragraph 8 herein, please indicate your acceptance by signing the enclosed copy of this letter and returning it to me. Upon your acceptance we both shall be bound by the terms of this agreement.

Sincerely,

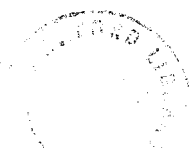


Accepted by:



9/7/74

Arthur F. Sampson
Administrator
General Services Administration



SEPTEMBER 8, 1974

Office of the White House Press Secretary

THE WHITE HOUSE

TEXT OF A LETTER FROM RICHARD NIXON
TO ARTHUR F. SAMPSON, ADMINISTRATOR
GENERAL SERVICES ADMINISTRATION

September 6, 1974

Honorable Arthur F. Sampson
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General Services Administration
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Dear Mr. Sampson:

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MORE



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Sincerely,

/s/ Richard Nixon

Accepted by: Arthur F. Sampson /s/ Arthur F. Sampson
Administrator 9/7/74
General Services Administration

#

