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DRAFT

primary materials *32B*

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, certain of my Presidential papers which are of historical value to our Country. In donating these Presidential papers to the United States, it will be my desire that they be made available, with appropriate restrictions, for research and study.

in letter

materials

primary records

primary

use by public
when historical materials are deposited in the Library

In the interim, so that my ^{my} papers may be preserved, I offer to transfer to the Administrator of General Services (the "Administrator"), for deposit, pursuant to 44 U.S.C. § 2101, et seq., all of the papers, documents, manuscripts, books and other materials pertaining to my Presidency (the "Materials"), 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. This agreement for deposit of the Materials shall terminate at the time of my death ~~or~~ at such earlier time as provided in paragraph 9, hereof.
3. I retain all legal and equitable title to the Materials, including all literary property rights.

delete

my entire

In the event of my death with the contractual obligations and rights shall inure to the benefit upon my executor



4. The Materials shall, upon acceptance of this offer by the Administrator, be deposited temporarily in a 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. § 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. § 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 sealed storage containers 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 ~~sealed containers~~ shall be restricted as follows:

- A. Except as provided in subparagraph B⁹ below access 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. In addition to access, I shall have the right to withdraw from deposit without formality any or all of the Materials to which this letter



applies and to retain such withdrawn Materials for any personal use, reproduction, examination, publication or display by myself or by anyone else I may approve. However, for a period of ³two years from the date of the creation of the deposit, I agree not to withdraw from deposit any originals of the Materials, ~~except those portions of the Materials which relate to the personal and business affairs of myself or my family.~~ ^{delete} During said two year period I may make reproductions of any originals of the Materials and withdraw from deposit such reproductions for any use I deem appropriate.

Treasury

the work will be done by GSA Administrator

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} ~~the Administrator, the Archivist of the United States, or any member of their staffs,~~ the recipient of the subpoena or order shall immediately notify me so that I may respond thereto, as the owner and custodian of the ~~documents,~~ ^{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~~ ^{notify} the United States so that it ~~may object~~ ^{may object} and determine whether it ~~chooses~~ to object to the production on grounds of national security or any other privilege.

reasonable

8. The Administrator shall arrange and be responsible for the protection of the Materials from loss, destruction or access by unauthorized persons.

9. In the event that any provision of this offer and, if accepted by you, agreement for deposit of the Materials is held by a court of law to be unlawful or unenforceable or in the event the Administrator or any other person acting on behalf of the United States fails to abide by any of the terms and conditions of this depository agreement, I may, in my sole discretion, terminate the deposit provided for herein.

10. At the time of my death, any or all of the Materials which remain on deposit as provided herein shall be the property of my estate to be disposed of as I may provide.



*at least
best my will*

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. § 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 restriction 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 in Schedule A, pursuant to 44 U.S.C. § 2101, please indicate your acceptance by signing the enclosed copy of this letter and returning it to me.

~~*You to be bound by the terms*~~

*Upon your acceptance we shall both
be bound by this agreement*

