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DESCRIPTION OF MATERIALS CONVEYED

I. General description. Subject to the provisions of paragraphs II and III below, all my documents, papers, correspondence, notes, records, pamphlets, brochures, magazines, newspapers, clippings, books, pictures, prints, photographs, negatives, illustrations, maps, films, vocal or visual recordings, works of art, mementos, souvenirs and the like, including those already placed with the University, that relate to my candidacy for, and election or appointment to, the public offices and positions I have held or still hold, that relate to my life and work in such public offices and positions and to my other political and public activities, and that have been prepared, produced, obtained or received in connection with any of the foregoing.

II. Excluded materials. The following items are not included:

- (1) Household furniture, furnishings, decorations, goods and equipment of mine used or intended to be used to furnish, decorate or equip any home or living quarters of mine or of my immediate family;

- (2) My personal effects and equipment such as wearing apparel, jewelry, pipes and pipe accessories, and skiing, golf, and tennis equipment;
- (3) Correspondence, notes, memoranda, or objects that came to me from my wife or any of my children, from my parents or from my brothers, their wives or their children;
- (4) My personal and family records, correspondence, and other materials related to banking, savings, insurance, tax, employment, compensation, business, professional, income, investment, purchase, sales, payment, property, financial and legal matters; and materials concerning my opportunities and plans for the period after I have left office or related to my future service to my political party;
- (5) Books and retained copies of periodicals in my personal residence library or collection;
- (6) Documentary materials that I refrain from delivering to the Archivist which are merely duplicates or facsimiles of papers or records otherwise included in these conveyances and which I may need for on-going reference purposes;

and, whether or not they fall in any of the above categories, all of the following are excluded from these conveyances:

- (7) My busts of Abraham Lincoln and of Thomas Jefferson as Ambassador to France; framed plates showing Abraham Lincoln, eagles and eaglets; sculpture of an eagle alighting; "Constitution" frigate; mounted sailfish; and my golden plate award;
- (8) My Weidenaar watercolor; my painting of the Friendship Fire Engine Company of Alexandria; and my set of seven wood paintings;
- (9) Utilitarian objects consisting of my desk equipment; a metal cash box; barometers; clocks; and metal serving tray with the seal of Michigan;
- (10) The items in my personal numismatic and philatelic collections, in my respective collections of miniature elephant statuary, of space flight pictures, and of cartoons;
- (11) My collections of photographs made or received over the years that are now in my albums, in my private files or mounted in frames for my use;

- (12) Originals of special letters, notes and photographs of a personal nature, as I have compiled since 1950, in a series of albums separate from my regular or official files;
- (13) Framed original copies of my documented oath as President and my documented oath as Vice President and of President Johnson's letter to me as member of the Warren Commission; and
- (14) Selected gifts to me or my family, which are not among foreign or domestic gifts treated or required to be treated as belonging to the United States, and other articles of mine, which I omit from delivery to the Archivist.

III. Exclusion and reservation of literary property rights.

All literary property rights in any works commercially published prior to this time that I have written or to which I have contributed, including, but not limited to, any statutory copyright or contractual rights therein, are excluded from this conveyance.

Also, I reserve for myself, my heirs, successors or assigns all my literary property rights in any other works I may hereafter write for publication or to which I may hereafter contribute for publication, based in whole or in part on the conveyed materials, including, but not limited to, any statutory copyright or contractual rights in such works and including the right to license any publisher of such works; and I further reserve the nonexclusive right to make any literary use of the conveyed materials.

TERMS OF DEPOSIT AND CONVEYANCE

The following terms and restrictions apply to the deposit of materials and the conveyance of possessory and property rights therein that are evidenced by the accompanying letter from Gerald R. Ford to James B. Rhoads as the Archivist of the United States (hereinafter referred to as the "Archivist") and to Robben W. Fleming for the Regents of The University of Michigan (hereinafter referred to as the "University") and by Annex A to such letter; and this Annex B sets forth the uses and purposes for which the deposit and conveyance are made.

1. Division of materials into collections for archival facility and for museum. In order to provide for different uses and eventual separate placements of those materials having primary interest to historians and researchers and, secondly, of those materials that are of a more general interest, the materials conveyed shall be appropriately divided into an archival collection and a museum collection. Allocated to the archival collection shall be all papers, records, photographs, illustrations, films, vocal or visual recordings and the like. Allocated to the museum collection shall be all other items and objects of an historical, artistic, educational or commemorative value. However, if the

materials include more than one copy of a documentary or illustrative item, which would otherwise be allocable to the archival collection but which would also be of interest or value for the museum collection, one of the copies may be allocated to the museum collection. In addition, temporary reallocations may be made from one collection to the other as circumstances warrant from time to time.

2. Separate placement of the two collections.

The archival collection is to be located at Ann Arbor, Michigan, in a Presidential archival facility on a campus of the University, space for which is to be provided there temporarily in an existing facility and as soon as practicable on a permanent basis in a suitable new building to be constructed and owned by the University and designated as the Gerald Ford Library. The museum collection is to be located as soon as practicable on a permanent basis within Grand Rapids, Michigan, or its environs after a suitable building for that purpose has been provided by an appropriate organization (such as the Gerald R. Ford Commemorative Committee or other local civic group, a municipality or State agency, the University or another institution of higher learning) which shall be designated as the Gerald Ford Museum. Until such time as the arrangements set forth above can be implemented, materials for either or both collections may be

kept in whole or in part, under appropriate safeguards, at such other locations as the Archivist may from time to time determine, in concurrence with the University, including, if I so request, placement of specific portions of the collections at a designated office that is provided for my use by the United States Government. The use by the United States for the foregoing purposes of land, buildings or equipment owned by the University or other appropriate organization shall be on available terms that the Archivist considers proper; and the respective facilities to be used on a permanent basis for housing and preserving my collections shall together constitute the Presidential archival depository for the historical materials of my Presidency and of the other offices I have held.

3. Integrity of the respective collections. This conveyance has been made comprehensive to include and, except as provided in paragraphs 1 and 2, to keep together on a permanent basis all materials that relate in any way to each of the different offices I have held and each of my political and other public activities over the entire period since 1948. In the protection, care and administration of the materials, as and after they are accessioned, this integrity shall at all times be maintained; provided, however, that no provision of this conveyance shall be construed to preclude:

- (a) Additions to the collections of related materials from any source, on a temporary or permanent basis.
- (b) Temporary loans to other institutions or exhibits of items or objects from the collections under appropriate safeguards and for purposes consistent with the historical, commemorative, and educational value of the collections and the public interest therein.
- (c) Temporary loans to me or to any member of my immediate family of objects from the museum collection or of extra copies from the archival collection.
- (d) Return to me or, as the case may be, to any other rightful owner of items received by the Archivist which were not by the terms of the applicable conveyance intended to be conveyed or which could not under valid existing and applicable law have been conveyed for the uses and purposes stated.
- (e) Disposal in any manner of materials that do not appear to have sufficient administrative, legal, research or historical value to warrant

their further preservation as part of the collections, provided the University shall have the right of first refusal to any of the archival materials the Archivist proposes for disposal.

4. Administration of the collections and operation of the library and museum. The respective collections and facilities in which they are located shall be administered and operated in a manner consistent with the terms and restrictions stated in this Annex and with the uses and purposes for which the deposit and conveyance have been made, including the following particular provisions:

- (a) Each collection and permanent facility shall be under the direction and supervision of a qualified director, or a single such director may serve for both collections and permanent facilities. Such directors are hereinafter referred to respectively as the director of the library and the museum. Each director shall be appointed by the Archivist, and the appointment for the archival collection and facility shall be made only after prior consultation with the University and, insofar as the law permits, with its approval, so that, if at all possible, the director to be appointed

may have or be given faculty status by the University. Each director shall be entitled to act for and in behalf of the Archivist to the extent of the authority delegated to him, subject to any restrictions or qualifications imposed by the Archivist.

- (b) For the archival collection, the University shall appoint a council of not less than five members who shall initially hold office for such staggered terms as the University shall designate at the time of appointment and whose successors shall be appointed by the University for terms equal to the longest of the initial terms or equal to the unexpired portion of a term for which a vacancy may have occurred. For so long as possible, members shall be appointed primarily from among persons who have been identified or associated with my public life. For the museum collection, whenever funds for a suitable building have been provided, the local civic group or other organization by which or under whose auspices the funds have been provided or raised (hereinafter referred to as the "sponsoring organization")

shall appoint a similar council of not less than five members on the same basis and shall similarly appoint or make provisions for appointments of successor members. The council for the archival depository shall advise and make recommendations to the University, which shall seek and receive the same, for the benefit of the administration of the archival collection and facility; and the council for the museum collection shall advise and make recommendations to the sponsoring organization, which shall seek and receive the same, for the benefit of the administration of the museum collection and facility. The Archivist and each director shall seek and receive advice and recommendations from the University or the sponsoring organization on matters of general policy in the administration of the archival collection and facility and the museum collection and facility, respectively, on any arrangements made pursuant to subparagraph (c) below, and on significant questions of interpretation and application of the terms and restrictions of this conveyance.

- (c) Notwithstanding any other provisions of this annex, to the extent provisions of Federal law may allow for administration and operation by

the University or other appropriate organization of the collections and of the respective facilities in which they are located, under contract, subsidy or other arrangement with or from the Federal Government, then on terms the Archivist considers proper, the University or other appropriate organization may succeed to the authority and responsibility otherwise to be exercised by the Archivist.

5. Access to materials in the archival collection.

- (a) Processing of materials. For purposes of this Annex B and related documents, the term "processed materials" refers to those materials belonging to a coherent segment that in its entirety has been physically readied for research use, has been described in the form of finding aids, and has been reviewed for the purpose of identifying materials subject to any of the restrictions specified in subparagraph (c) below. Materials shall be processed as soon as possible. Also, in order to comply in any particular instance with subparagraphs (d), (e) or (f), those particular materials to which access is required, if not already processed materials, shall be

processed promptly to whatever minimum extent will serve that purpose only and will assure compliance with the other terms and restrictions of this Annex.

- (b) General standards for access to processed materials. Paragraphs 1 through 6 of the "Standards for Access to Research Materials in Archival and Manuscript Repositories" adopted by the Society of American Archivists on December 29, 1973, (copy of which is attached) shall be applicable to all processed materials insofar as practicable, subject, however, to application of restrictions upon access, as contemplated by paragraph 7 of such standards, that are stated below.
- (c) Restricted materials. Except for access by qualified persons employed and engaged in the performance of normal archival work on the materials and except as otherwise provided in subparagraphs (d), (e) and (f), no materials coming within any of the following categories shall be made available for inspection, reading, copying, or other use, whether or not processed:

- (i) Material relating to my personal, family, and confidential business affairs or to those of other persons in their communications to me (although it is not my present intention to include material of this nature in the archival collection).
- (ii) Material relating to investigations of individuals and organizations, to proposed appointments to office, or to personnel matters.
- (iii) Material involving communications made in confidence to me or between my advisors for the purpose of assisting or advising me in my duties and responsibilities as a Member of Congress or as Vice President or President.
- (iv) Material containing information or statements that might be used to harass or injure any living person or to interfere with a person's right of privacy or right of association.
- (v) Material containing information or statements where disclosure is prohibited by statute.
- (vi) Material containing statements or information, the divulgence of which might prejudice the conduct of foreign relations of the United States of America or which would adversely affect the security of the United States of America.
- (vii) Materials that are security-classified pursuant to law or Executive Order.

Except as required by law or Executive Order, and subject to the other provisions hereof, material originally falling within any of the foregoing categories, shall not continue to be restricted beyond January 20, 1990, unless and to the extent the director of the library determines otherwise, and then only for such additional period or periods for particular materials in any category as may be reasonable under the then existing circumstances. Except with regard to materials restricted under categories (v), (vi), or (vii), above, particular materials originally restricted may be sooner made available when in the judgment of the director of the library the reasons for having restricted such materials no longer exist. Materials originally restricted under categories (v), (vi) or (vii) may be made available at any time only when in the judgment of an appropriate Federal official or committee the reasons for having restricted them no longer exist.

- (d) My access and that of former appointees or staff members. I or any designated agent of mine, during my lifetime, shall have the full

right of access to all materials, including restricted materials, for purposes of inspection, reading and copying. Also, the same right of access shall be afforded, with my written permission and on such terms as I may set (or in the event of my disability or after my death, by permission of the director on such terms as he may set) to any former Presidential appointee who served in my Administration or former member of my Congressional, Vice Presidential or Presidential staffs in respect of materials authored or prepared by such person or by any of his assistants and not otherwise available to such person. In addition, I or any member of my immediate family shall be entitled to receive temporary loans of existing duplicates in the collection of materials that are not restricted, upon consent of the director and on such terms and under such safeguards as he may determine.

- (e) Access for current official business of the White House Office of the President. The director of the library shall make available for reading or copying otherwise restricted materials relating to my official duties as

President, while I held office, upon written request in each instance from the Counsel to the President, with a copy to me or my designated agent, describing with specificity the materials required, stating that the information they contain is needed for current official business of the White House Office of the President, and is not otherwise available, and undertaking to protect the restrictions set forth herein and to deliver to the director all copies received or made of restricted materials.

Access for reading of any such materials or receiving or reading any copies thereof as provided under the terms of this subparagraph, shall be limited to the President himself, the Counsel to the President, and such other responsible and qualified staff member of the White House Office of the President as shall have been named and authorized in the written request to read the materials or to receive a copy thereof and who makes in writing the same undertaking that the Counsel to the President has made.

- (f) Access for compliance with subpoena or other lawful process. Subject to any rights, defenses, or privileges which the Federal Government or

right of access to all materials, including restricted materials, for purposes of inspection, reading and copying. Also, the same right of access shall be afforded, with my written permission and on such terms as I may set (or in the event of my disability or after my death, by permission of the director on such terms as he may set) to any former Presidential appointee who served in my Administration or former member of my Congressional, Vice Presidential or Presidential staffs in respect of materials authored or prepared by such person or by any of his assistants and not otherwise available to such person. In addition, I or any member of my immediate family shall be entitled to receive temporary loans of existing duplicates in the collection of materials that are not restricted, upon consent of the director and on such terms and under such safeguards as he may determine.

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President, while I held office, upon written request in each instance from the Counsel to the President, with a copy to me or my designated agent, describing with specificity the materials required, stating that the information they contain is needed for current official business of the White House Office of the President, and is not otherwise available, and undertaking to protect the restrictions set forth herein and to deliver to the director all copies received or made of restricted materials.

Access for reading of any such materials or receiving or reading any copies thereof as provided under the terms of this subparagraph, shall be limited to the President himself, the Counsel to the President, and such other responsible and qualified staff member of the White House Office of the President as shall have been named and authorized in the written request to read the materials or to receive a copy thereof and who makes in writing the same undertaking that the Counsel to the President has made.

- (f) Access for compliance with subpoena or other lawful process. Subject to any rights, defenses, or privileges which the Federal Government or

any other organization or person may invoke, the materials, whether or not processed, shall be subject to subpoena or other lawful process. The director of the library shall develop procedures for providing notice to the Federal Government, to me, and, within practical limits, to any other organization or person who may invoke such rights, defenses, or privileges in particular instances covered by this subparagraph.

- (g) Security-classified information. All access to the materials is subject to the requirement that information which is security-classified or protected from divulgence pursuant to law or Executive Order shall be made available and shall be used only in accordance with procedures established by law or Executive Order governing the availability and use of such information.

6. Access to materials in the museum collection. Materials in the museum shall be temporarily or permanently displayed or exhibited for public viewing on a selective basis as the museum director may from time to time determine. I, or any member of my immediate family, shall have full right of access to any of the materials in the museum for the purpose of inspecting, photographing, or duplicating them.

Temporary loans to me or to any member of my family of specific materials may be requested, and they shall be granted upon consent of the director and on such terms and under such safeguards as he may determine.

Other uses of, and access by researchers, educators, and students to, museum materials shall be in accordance with such generally applicable rules or policies as the museum director shall from time to time promulgate.

7. Availability and use of materials for remainder of my Presidential term. Notwithstanding any other provisions hereof, such of the conveyed materials as are now available to me or staff members of the White House Office or Executive Office of the President within the White House and related facilities shall continue to be so available to me and to such staff members and their permittees for use in the conduct of Government business during the remainder of my Presidential term.

8. Interim provisions. Pending a further appointment, the director of both the library and museum and the depositories in which the conveyed materials are temporarily placed shall be the Archivist. He shall have the full authority granted the library and museum director or directors under the terms of this conveyance and the right or power to delegate all or any portion of such

authority from time to time as he determines. Pending implementation of provisions herein for appointment of a library council or of a museum council, requirements hereunder for seeking and receiving advice and recommendations from the applicable council may be complied with by consulting with me or with any other person whom I shall have designated to serve for me in such consultative capacity.

"STANDARDS FOR ACCESS TO RESEARCH MATERIALS
IN ARCHIVAL AND MANUSCRIPT REPOSITORIES"
Adopted By The Society of American Archivists
on December 29, 1973

1. It is the responsibility of an archival and manuscript repository to make available research materials in its possession to researchers on equal terms of access. Since the accessibility of material depends on knowing of its existence, it is the responsibility of a repository to inform researchers of the collections and archival groups in its custody. This may be accomplished through a card catalog, inventories, and other internal finding aids, a published guide and reports to NUCMC where appropriate, and the freely offered assistance of staff members.

2. To protect and insure the continued availability of the material in his custody, the archivist may impose several conditions. (a) The archivist may limit the use of fragile or unusually valuable materials so long as suitable reproductions are made available for the use of all researchers. (b) All materials must be used in accordance with the rules of and under the supervision of the repository. Each repository should publish and furnish to potential researchers its rules governing access and use. Such rules must be equally applied and enforced. (c) The archivist may refuse access to unprocessed materials, so long as such refusal is applied to all researchers. (d) Normally, a repository will not send research materials for use outside its building or jurisdiction. Under special circumstances a collection or a portion of it may be loaned or placed on deposit with another institution. (e) The archivist may refuse access to an individual researcher who has demonstrated such carelessness or deliberate destructiveness as to endanger the safety of the material.

3. Each repository should publish a suggested form of citation crediting the repository and identifying items within the collection for later reference. Citations to copies of which the originals are in other repositories should include the location of the originals.

A repository should advise the researcher that he and his publisher have the sole responsibility for securing permission to publish beyond fair use from unpublished manuscripts in which literary property rights are retained or from materials protected by statutory copyrights, or to publish extensive quotation (beyond fair use) from copyrighted works. A repository should, to the best of its ability, inform the researcher about known retention of literary rights.

5. A repository should not grant privileged or exclusive use of any body of material from any person or persons, or conceal the existence of any body of material from any researcher unless required to do so by law, donor, or purchase stipulations.

6. A repository should, whenever possible, inform the researcher of parallel research by other individuals using the same papers. It may supply names upon request with the prior permission of the researcher.

7. Repositories are committed to preserving manuscript and archival materials and to making them available for research as soon as possible. At the same time, it is recognized that every public agency has certain obligations to guard against invasion of privacy and to protect confidentiality in its records in accordance with law and that every private donor has the right to impose reasonable restrictions upon his papers to protect confidentiality for a reasonable period of time. (a) It is the responsibility of the archivist to inform researchers of the restrictions which apply to individual collections or record groups. (b) The archivist should discourage donors from imposing unreasonable restrictions. (c) The archivist should, whenever possible, require a specific time limit on all restrictions. (d) The repository should periodically reevaluate restricted records and work toward providing access to material no longer harmful to individuals or to national interest.

EXHIBIT C

THE WHITE HOUSE

WASHINGTON

December 13, 1976

Dear Dr. Rhoads and President Fleming:

This letter is addressed to you, Dr. Rhoads, as the Archivist of the United States (hereinafter referred to as the "Archivist") acting under authority of Chapter 21 of title 44, United States Code, and the authority delegated to you under such statute by and from the Administrator of General Services. This letter is addressed also to you, President Fleming, in your capacity as the duly authorized representative of the Regents of The University of Michigan, a constitutional corporation of the State of Michigan (hereinafter referred to as the "University").

The purposes of this letter are to offer for deposit the materials as described and provided in Annex A attached, to be kept in a Presidential archival depository, and to convey my rights, title and interest in such materials. This letter and accompanying Annexes A and B deal with materials that may have historical, educational or commemorative value because of my life and work:

- (i) as a candidate for election to, and as Member of, the Congress of the United States during the period 1948 to 1973,
- (ii) as Vice President of the United States in 1973 and 1974,
- (iii) as President of the United States from August 9, 1974, until the expiration of my term on January 20, 1977,
- (iv) as candidate for nomination and election to become President for a subsequent term, and
- (v) as participant in a variety of other public and political activities.

This offer of deposit is made to the Archivist for acceptance pursuant to the following pertinent provisions of Chapter 21 of title 44, United States Code:

"When the Administrator of General Services considers it to be in the public interest he may accept for deposit --

"(1) the papers and other historical materials of a President or former President of the United States, or other official or former official of the Government, and other papers relating to and contemporary with a President or former President of the United States, subject to restrictions agreeable to the Administrator as to their use; ..."
(44 U.S.C. § 2107)

Concurrently with acceptance of this offer of deposit, I convey to the United States of America all my rights, title and interest in the materials accepted for deposit, including my literary property rights in the unpublished portions of such materials, which deposit and conveyance are subject, however, to:

- (i) the exclusions and reservations in Annex A and to the terms and restrictions that are stated in Annex B, and
- (ii) the condition that in the event the United States does not abide by the aforesaid terms and restrictions, as determined by a court of competent jurisdiction, possession of the materials shall be transferred to, and all my rights, title and interest conveyed hereunder shall vest in, the University, subject to the same terms and restrictions.

This conveyance to the United States is made for acceptance pursuant to the following pertinent provisions of Chapter 21 of title 44, United States Code:

". . . The Administrator, in negotiating for the deposit of Presidential historical materials, shall take steps to secure to the Government, as far as possible, the right to have continuous and permanent possession of the materials. Papers,

documents, or other historical materials accepted and deposited under section 2107 of this title and this section are subject to restrictions as to their availability and use stated in writing by the donors or depositors, including the restriction that they shall be kept in a Presidential archival depository. The restrictions shall be respected for the period stated, or until revoked or terminated by the donors or depositors or by persons legally qualified to act on their behalf. Subject to the restrictions, the Administrator may dispose by sale, exchange, or otherwise, of papers, documents, or other materials which the Archivist determines to have no permanent value or historical interest or to be surplus to the needs of a Presidential archival depository."

"(d) When the Administrator considers it to be in the public interest, he may cooperate with and assist a university, institution of higher learning, institute, foundation, or other organization or qualified individual to further or to conduct study or research in historical materials deposited in a Presidential archival depository."
(44 U.S.C. § 2108 (c) and (d) as amended by P. L. 94-575 on October 21, 1976).

Also, this conveyance is made on terms that will allow for additional cooperation with and reliance on the University or other appropriate organization by the Government as may be permitted by law.

This conveyance does not affect the rights or obligations that I may have as President or former President or as former Vice President, or that a President in office may have, to assert and enforce any applicable privilege in respect of confidential Presidential or Vice Presidential portions of the material conveyed; or the rights I may have as a former member of Congress to assert and enforce any applicable privilege in respect of confidential Congressional portions of the materials conveyed.

Following are reasons for this offer of deposit and the conveyance and for the terms and restrictions to which they are subject:

- (a) To enable the United States to maintain and operate an archival facility to be constructed by the University for all the described materials that are of a documentary nature, upon which students, historians and other scholars may draw in order accurately to recount and judge the political history of our times and my participation in the events of that history.
- (b) To have such archival facility embrace the full scope of my materials relating to my entire political and public career in the three different Constitutional offices I have held.
- (c) To permit the establishment and operation of such archival facility in Ann Arbor, Michigan, in connection with a long-established, diversified and distinguished institution of higher learning, where it will be readily available to a large resident faculty and student body and to visiting scholars and researchers from throughout this nation and from other countries, and where the usefulness of the materials deposited will be enhanced by the availability of many other scholarly resources within the University and by the general stimulation and support for scholarly research and educational activities which the University provides.
- (d) To take advantage on a temporary basis of facilities on the campus of the University that will allow archival accession and other processing of the conveyed materials until completion of a new structure which the University is to provide as a permanent archival facility for these materials; and to build upon the extensive work of processing already done by the University at its own expense on virtually all of the documentary materials related to my elections and career as a Member of Congress.

(e) To enable the United States to maintain and operate a museum in Grand Rapids, Michigan, as another facility of my Presidential archival depository, in a building to be provided by an appropriate organization, for housing and exhibiting the many articles of commemorative and educational value among the conveyed materials, together with tangible gifts received by the United States during and because of my service as President, where they will be readily available for viewing by the people in the area of my home town whom I represented in the Congress for 25 years and by interested visitors, researchers, educators and students from throughout the nation in the manner that similar materials of former Presidents Hoover, Roosevelt, Truman, Eisenhower, and Johnson have become available within their respective home areas for that purpose.


(f) To express my deep appreciation to the people of the State of Michigan and to the University for their many benefits to me and helpful influences upon my life, and to demonstrate my grateful cooperation with the University, the citizens of my former Congressional district, especially the members and supporters of the present Gerald R. Ford Commemorative Committee, and other interested persons in their plans to raise the funds necessary for the construction of the archival facility and the museum which, when in operation with the materials conveyed, will serve as national resources of historical, commemorative, and educational importance.

Materials similar in nature to those conveyed hereby and suitable to the uses and purposes for which this conveyance is made, including those related to my life and work as former President after January 20, 1977, may hereafter be added to those conveyed hereunder by me, or by any other person having title, right, or interest therein, by intentional delivery to the Archivist for that purpose or by an

instrument of conveyance that makes reference to this letter. Such additional materials, if accepted by the Archivist, shall be subject to the terms and restrictions of Annex B hereto except as otherwise specified by the donor at the time they are conveyed.

Upon acceptance of this letter, along with accompanying annexes, by your respective signatures on all three copies hereof (one of which copies is to be returned to me, and the others of which shall be kept by the two of you, respectively) the offer and acceptance for deposit and the conveyance evidenced by this letter and accompanying annexes shall be effective for all purposes, and the terms thereof shall not be altered or amended except by agreement in writing among the Archivist, the University and me or, after my death, by agreement among the Archivist, the University and my duly appointed and acting executor or executors. In no event, however, shall any amendments to this letter and accompanying annexes revert or restore to me or to my estate any rights of ownership in the conveyed materials.

Sincerely,



The Honorable James B. Rhoads
Archivist of the United States
Washington, D.C. 20408

and

Mr. Robben W. Fleming
President
The University of Michigan
Ann Arbor, Michigan 48104

Attachments

FORD LIBRARY AGREEMENT

AGREEMENT
BETWEEN
THE UNIVERSITY OF MICHIGAN AND THE UNITED STATES OF AMERICA
TO UTILIZE AS A PRESIDENTIAL ARCHIVAL DEPOSITORY LAND,
BUILDINGS, AND EQUIPMENT OF THE UNIVERSITY OF MICHIGAN
AS A PART OF THE NATIONAL ARCHIVES SYSTEM

THIS AGREEMENT by and between the United States of America and The Regents of The University of Michigan (hereafter "University"), witnesseth:

WHEREAS, by letter dated December 13, 1976, the President of the United States of America, Gerald R. Ford, conveyed for deposit in a Presidential Archival depository the materials described in said letter and its attachments, and

WHEREAS, said offer was accepted by Robben W. Fleming, President of The University of Michigan, on December 14, 1976, subject to ratification by the University's governing Board of Regents, and

WHEREAS, The Regents of The University of Michigan duly ratified said agreement by resolution on December 17, 1976, and

WHEREAS, James B. Rhoads, Archivist of the United States of America, pursuant to authority conferred upon him by Chapter 21, USC, Title 44, also accepted the said offer on December 13, 1976,

NOW THEREFORE, in accordance with the aforesaid agreement and pursuant to section 2108 of Title 44, United States Code, the Board of Regents of The University of Michigan, acting for and on behalf of The University of Michigan, and the Archivist of the United States of America, acting for and on behalf of the United States, covenant and agree as follows:

(1) University agrees to provide the site described in Exhibit A attached and to construct and equip thereon a building more particularly described in Exhibit B attached and to make available to the United States, but without transfer of title, such land and building for use in perpetuity as the Gerald R. Ford Library, all in accordance with and subject to the terms and conditions of that certain

letter agreement dated December 13, 1976, by and between then President Gerald R. Ford and The Regents of The University of Michigan and the United States of America, which said agreement, together with annexes A and B attached thereto is hereto appended as Exhibit C and by this reference fully incorporated herein and made a part of this agreement as fully as if it were set out at length verbatim.

(2) United States agrees that when said facilities, as described in Exhibit B to this agreement, have been completed by University and made available to United States, United States will, at no expense to University, maintain, operate and protect such depository in perpetuity as part of the national archives system, provided, however, that nothing herein contained shall be construed to prevent United States from contracting with University to provide maintenance and other needed services to United States upon mutually acceptable terms, subject to the terms and conditions of Exhibit C and applicable law, and further provided that the agreement of the United States is fully contingent upon the fulfillment of the obligation of the administrator of General Services to place this agreement before the Congress of the United States for a period of sixty calendar days of continuous session as provided in subsection 2108(a) of Title 44, United States Code.

(3) The terms and conditions of this agreement shall be modified, amended, deleted, or otherwise changed only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 31st day of July, 1978.

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

By: *R. W. Fleming*
R. W. Fleming, President

By: *J. F. Brinkhoff*
J. F. Brinkhoff, Vice-President
and Chief Financial Officer

UNITED STATES OF AMERICA

By: _____
Administrator of General Services

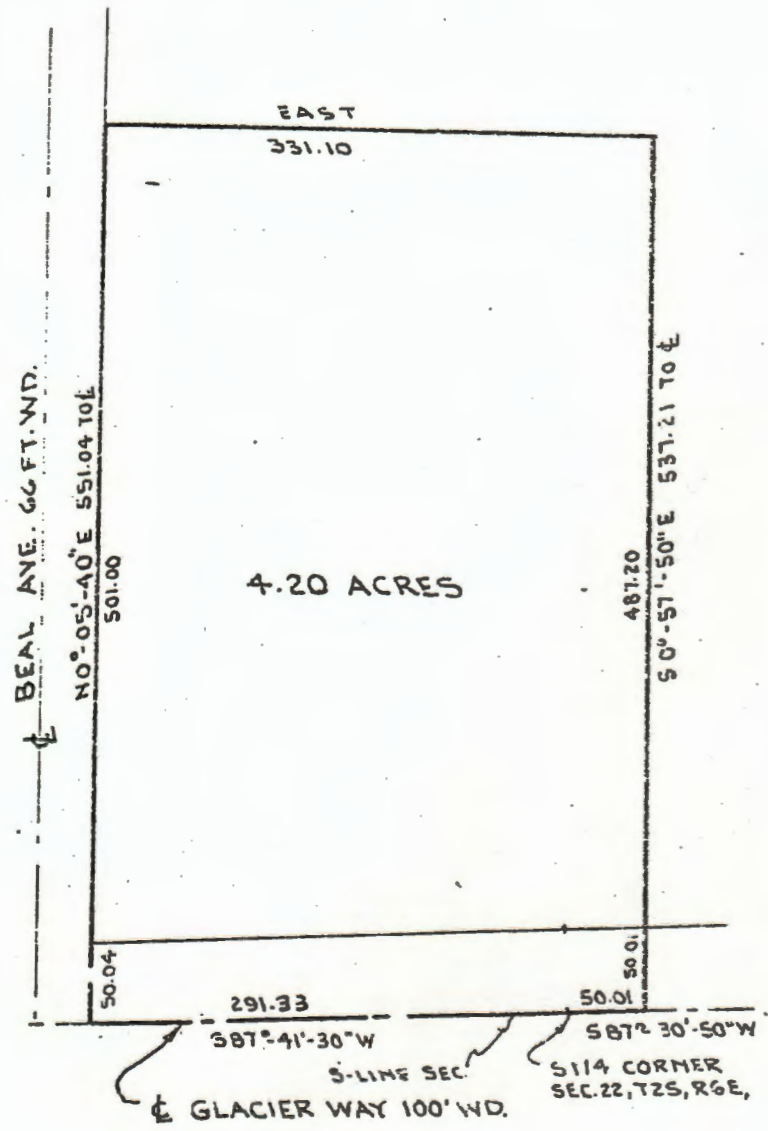
On behalf of the United States of America, I accept the offer of the Regents of the University of Michigan upon the completion of the contingency cited in paragraph (2) above.

Paul E. Gauldin
Administrator of General Services

MAY 23 1979
Date

Exhibit A

Beginning at the S E corner, Section 22, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence S 87°-41'-30" W 291.33 feet along the south line of said section and the centerline of Glacier Way; thence N 0°-05'-40" E 551.04 feet set along a line parallel to and 33.0 feet east of the centerline of Beal Avenue; thence East 331.10 feet; thence S 0°-57'-50" E 537.21 feet; thence S 87°-30'-50" W 50.01 feet along the south line of said section and the centerline of Glacier Way to the Place of Beginning, being part of the S E of said section, containing 4.20 acres of land more or less and being subject to the right of the public over the southerly 50 feet as occupied by Glacier Way.



CLIENT UNIVERSITY OF MICHIGAN

SKETCH OF A 4.20 ACRE PARCEL OF LAND IN THE S 1/2 JF

ATWELL-HICKS, INC.
 LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS
 ANN ARBOR

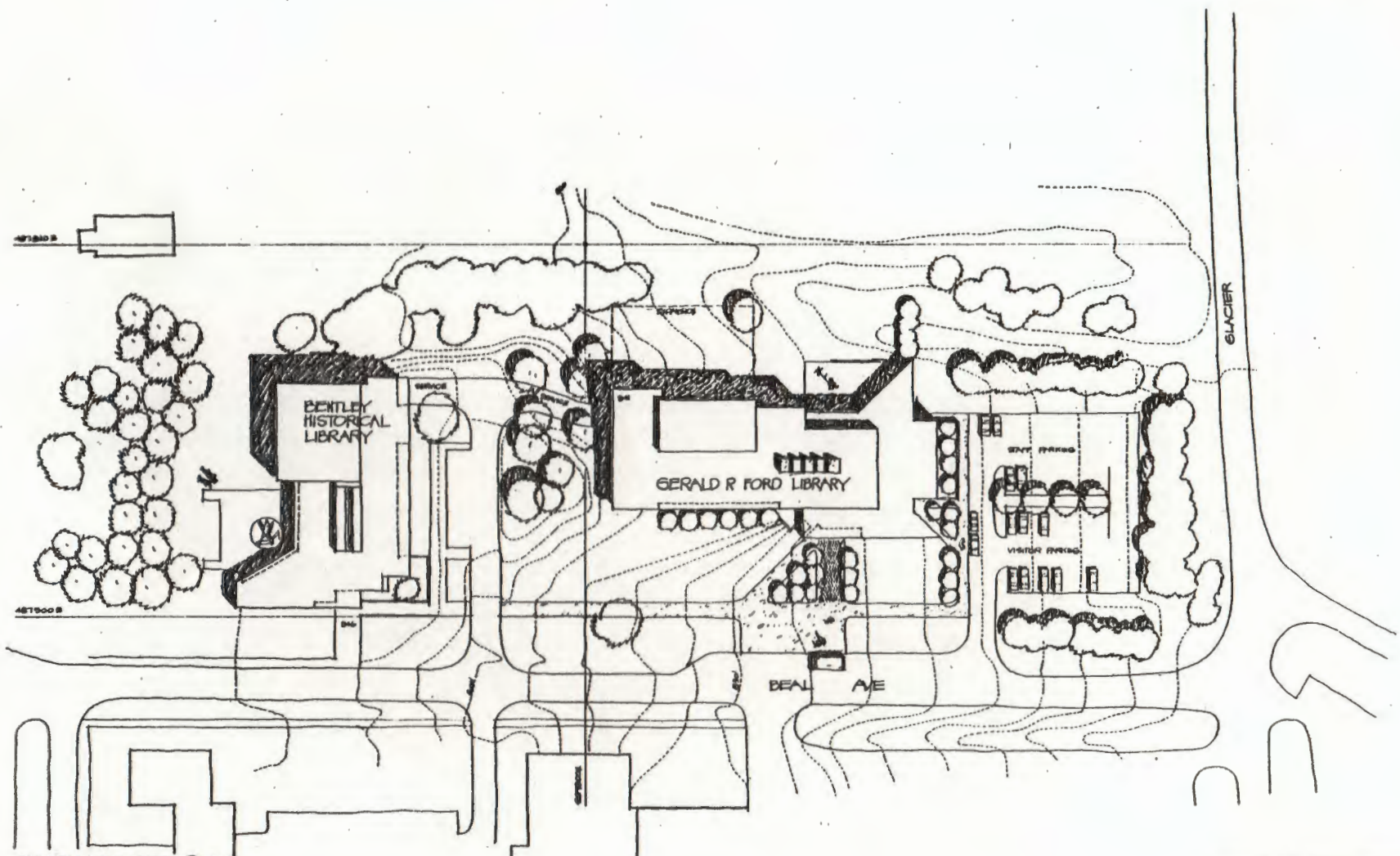
SCALE: 1 INCH = 100 FEET
 DIMENSIONS IN FEET

DR. CPM
 C.P. 13

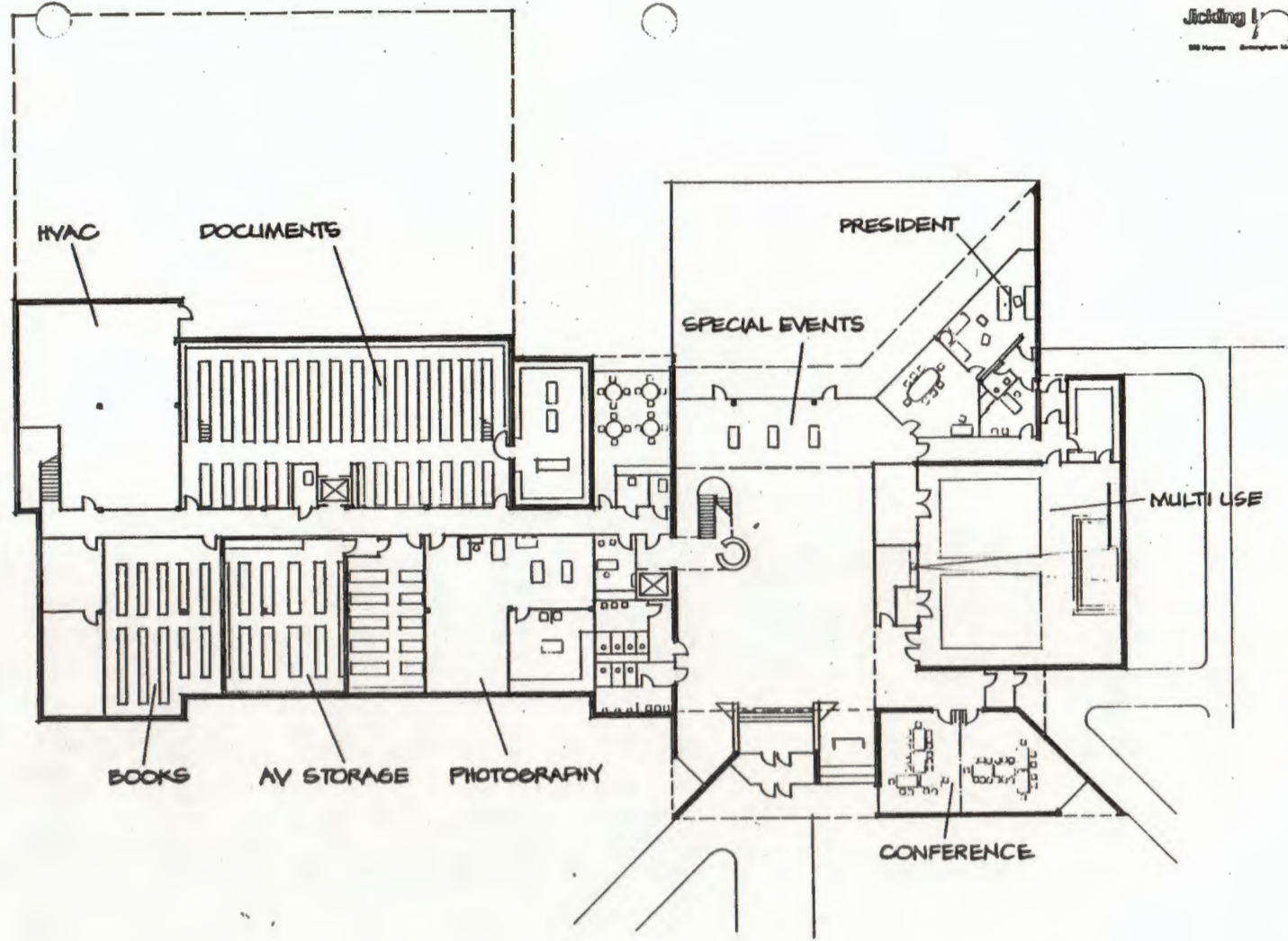
CLASSIFIED

GERALD R. FORD LIBRARY

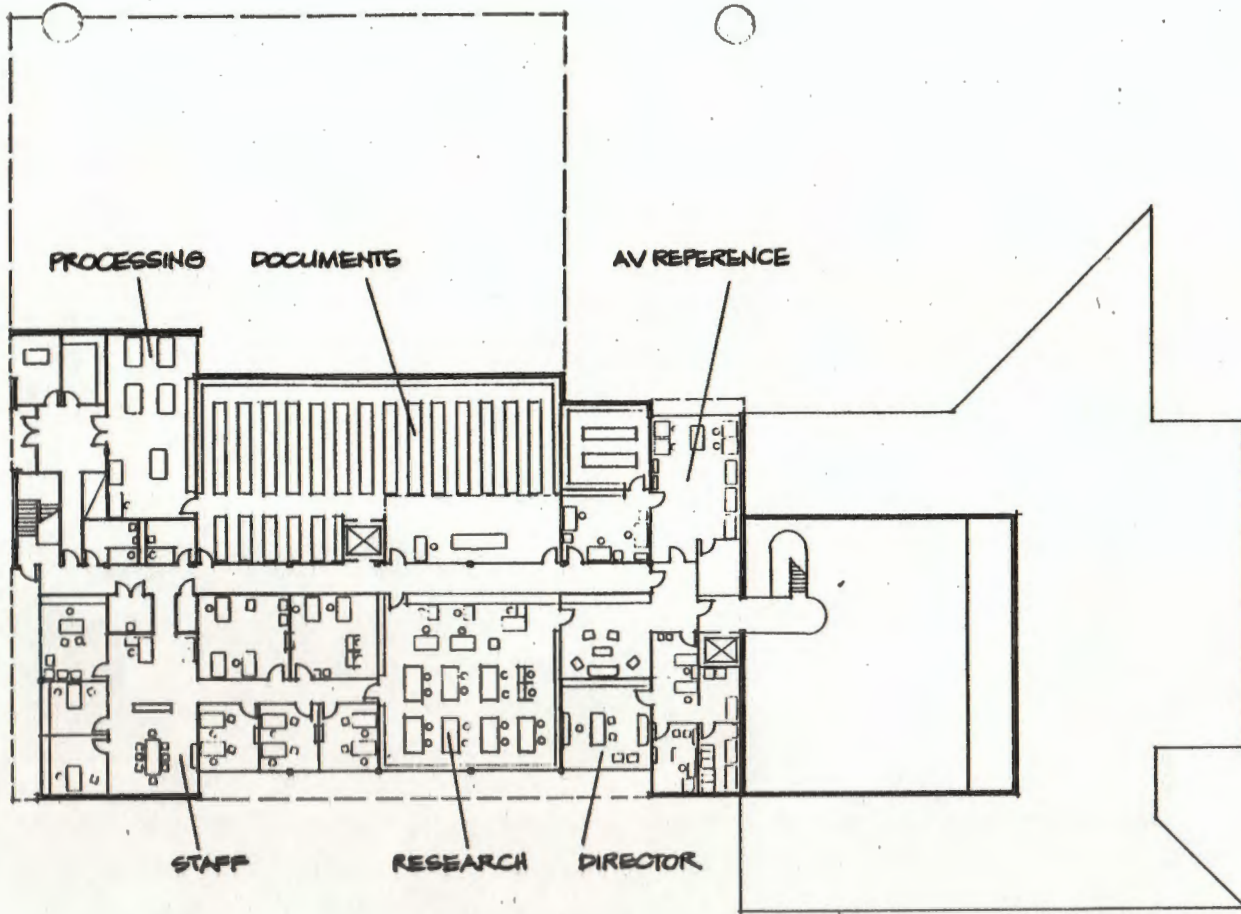
UNIVERSITY OF MICHIGAN ANN ARBOR MICHIGAN



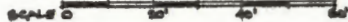
SCHEMATIC SITE PLAN
 SCALE 0 20 40 80

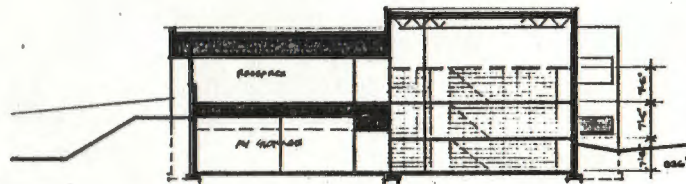


SCHEMATIC GROUND FLOOR PLAN
SCALE 0 20 40 60



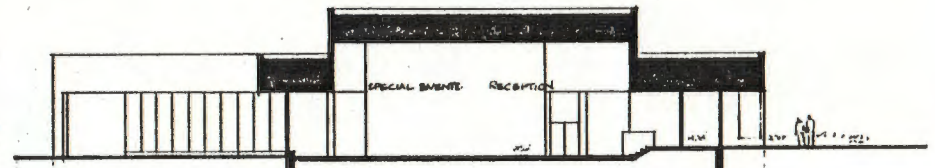
SCHEMATIC UPPER FLOOR PLAN



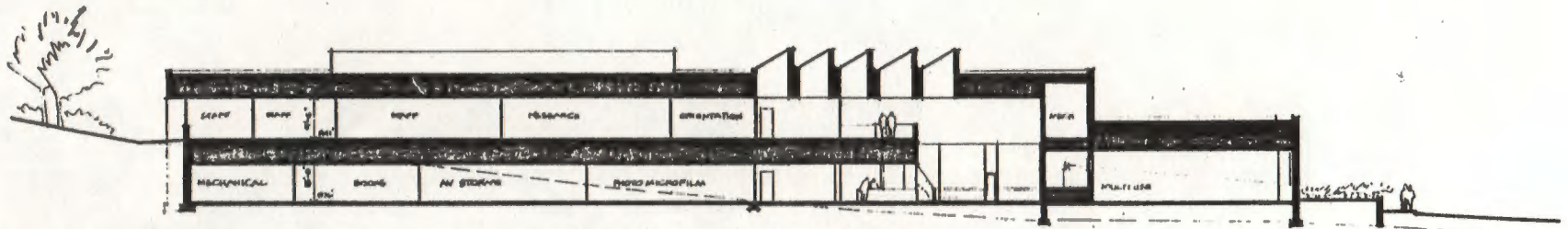


LOOKING NORTH

NOTES UP SHOWN



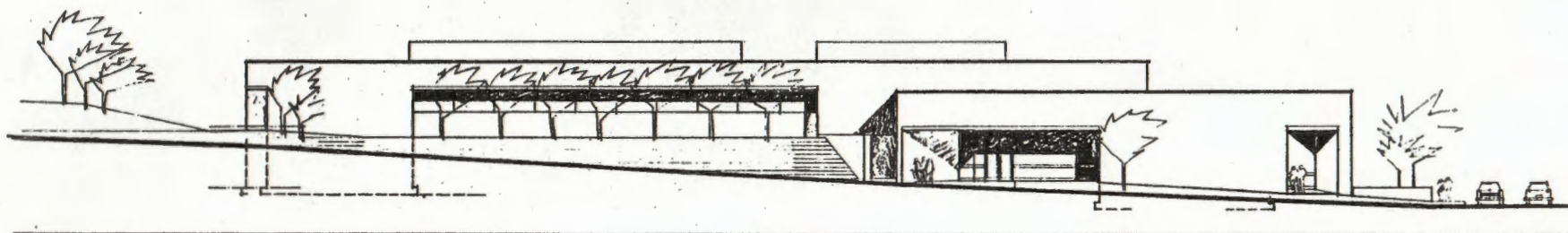
LOOKING SOUTH



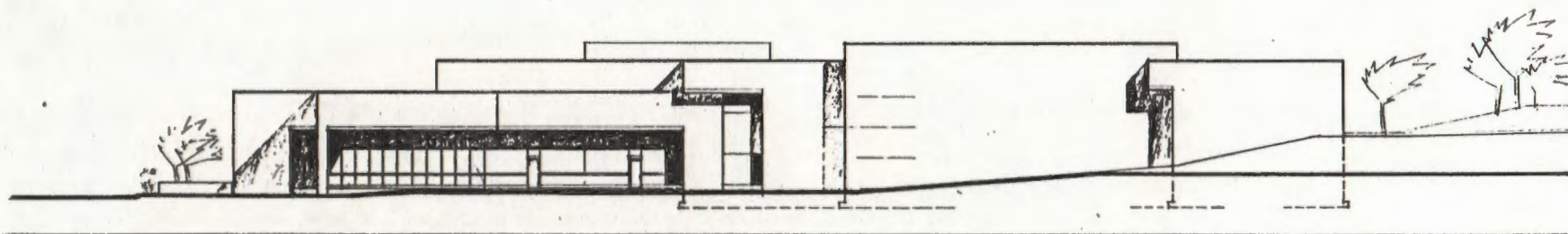
LONGITUDINAL LOOKING EAST

SCHEMATIC BUILDING SECTIONS

SCALE 0 10 20 30 40

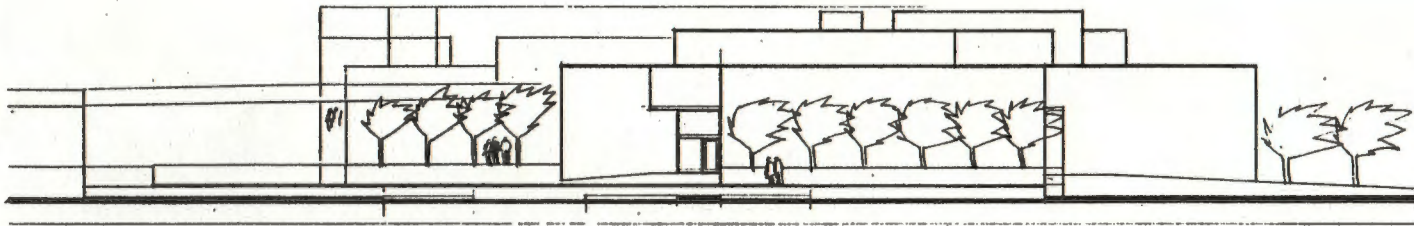


SCHEMATIC WEST ELEVATION

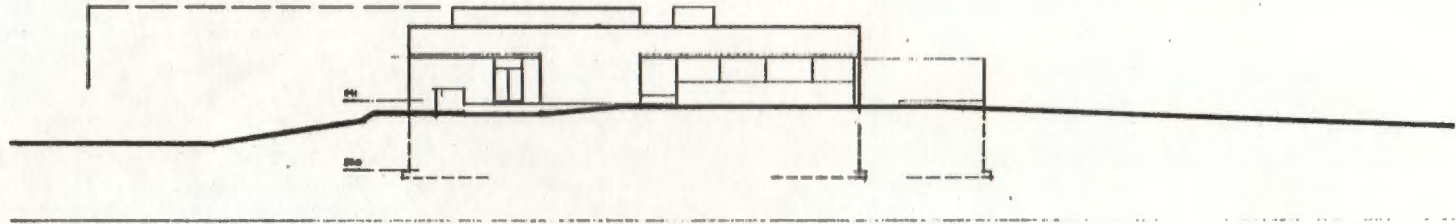


SCHEMATIC EAST ELEVATION

SCALE 0 10 20 40



SCHEMATIC SOUTH ELEVATION



SCHEMATIC NORTH ELEVATION

SCALE 0 10' 20' 40'



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Gerald R. Ford Library University of Michigan

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Bloomfield Hills, Michigan

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THE BUILDING COMMITTEE : Robert M. Warner, Chairman

Jagdish C. Janveja
William S. Sturgis
John W. Shy
Samuel H. Barnes

REPRESENTING THE NATIONAL ARCHIVES : Daniel J. Reed
William J. Stewart

GERALD R. FORD MUSEUM PROJECT AGREEMENT

1. The CITY OF GRAND RAPIDS ("City") and THE GERALD R. FORD COMMEMORATIVE COMMITTEE, INC. ("Committee") have been actively planning the location of and funding for The Gerald R. Ford Museum ("Museum") on the West Riverbank of the Grand River in Grand Rapids, Michigan. The City and the Committee agree that their obligations as to each other should be formulated and stated. Accordingly, this agreement ("Agreement") is entered into, on this 10th day of May, 1978.

2. The parties have agreed that the Museum Site ("Site") shall be composed of two certain areas in the City of Grand Rapids identified as Area A and Area B. "Area A" is bounded by the north line of Pearl Street, the south line of Douglas Street, the east line of Scribner Avenue, and the east line of Front Avenue, with the exception of Lot 1 and the north 15' of Lot 4 of Block 9 of J. W. Converse Plat, City of Grand Rapids, located on the southwest corner of Douglas and Front Avenue. "Area B" is property bounded by the south line of Pearl Street, the west bank of Grand River, the north line of Consolidated Rail Corporation's railroad property and the east line of Scribner Avenue.

3. The Committee has presented to the City, and the City has reviewed, the tentative site plan ("Tentative Site Plan") drawn by Marvin DeWinter Associates, Architect. The plan for Area A is dated March 4, 1978, and shows a triangular building approximately at Front Avenue and Allen Street. The plan for Area B is identified as File 7704-3 as revised January 30, 1978. For purposes of Section 10 of this Agreement, the City consents to the Tentative Site Plan.

4. In consideration for the covenants and undertakings of the City under this Agreement, the Committee shall, in addition to other obligations stated in this Agreement, obtain the resources necessary to develop and construct the Museum, and upon obtaining such resources, the Committee shall construct the Museum on Area A.

5. An appropriation to the City from the State of Michigan has been made to provide a portion of the resources necessary to acquire the Site and to relocate the occupants and make certain improvements on the Site. The obligations of the City under this Agreement shall include the obligations now or hereafter stated in any legislation concerning the appropriation described above, subject to exceptions which such legislation may contain.

6. In consideration for the covenants and undertakings of the Committee under this Agreement, the City shall, in addition to other obligations stated in this Agreement, perform as follows:

a. The City shall acquire those portions of the Site to which it presently lacks title and shall provide relocation assistance (to the extent required under the laws of the State of Michigan) in connection with such acquisitions. The acquisition of each portion of the Site shall be completed prior to the time scheduled for conveyance of such portion from the City under Section 7.

b. The City shall close streets and alleys as indicated on the Tentative Site Plan at or prior to the time such closings may be necessary under the Committee's construction schedule for the Museum and for related Site development.

c. To the extent funds available under Section 5 may allow, the City shall conduct building demolition, removal of unnecessary street and alley paving, and rough grading on both Area A and Area B; improvement of parking areas and landscaping on Area B; procurement and placement of necessary fill on Area A; and necessary sewer and water modifications on Area A. To the extent funds available under Section 5 will allow, after expenditure or allocation of funds for the foregoing Site improvements, the City shall provide, first, for traffic improvements on roadways adjacent to the Site, including necessary traffic signals and resurfacing, and, second, for improvement of parking areas and landscaping of Area A. The performance of Site improvements by the City under this subsection 6(c) shall occur at such times as may be necessary under the Committee's construction schedule for the Museum and for related Site development.

d. In accordance with Section 7, the City shall convey the Site for use for the Museum.

7. It is the intention of the parties that project schedules be set for land acquisition and building development for the purpose of obtaining timely completion. The schedule for conveyances and construction shall be as set forth below; provided, that such schedule upon mutual agreement may be modified from time to time as may be necessary:

a. The conveyances of the Site from the City shall be of all title and interest of the City. The City shall convey the Site to the Committee, at the times hereafter specified, unless such conveyances are determined to be illegal or ultra vires, in which case, the Site shall be conveyed by the City to the federal government of the United States of America ("federal government"). If the conveyances of the Site are made to the Committee, then the Committee, after grant from the City, shall convey all of its title and interest in the Site to the federal government when requested by the federal

government or when the Museum is substantially completed, whichever shall first occur.

b. The City shall use best efforts to convey the following portion of Area A, in accordance with subsection 7(a), on or before March 1, 1979:

The portion bounded by the south line of Douglas, the east line of Front, the south line of Blumrich, and the east line of Scribner, with the exception of Lot 1 and the north 15' of Lot 4 of Block 9 of J. W. Converse Flat, City of Grand Rapids; together with the portion bounded by the south line of Blumrich, the east line of Front, the east line of Scribner, and a line beginning at a point on the east line of Scribner one-third the distance from the north line of Allen measured to the south line of Blumrich, then easterly to a point on the east line of Front one-third the distance from the north line of Allen measured to the south line of Blumrich. The area described above is intended to include the city block bounded by Douglas, Blumrich, Scribner, and Front, with the exception of Lot 1 and the north 15' of Lot 4 of Block 9 of J. W. Converse Plat, City of Grand Rapids; the northerly two-thirds of the city block bounded by Blumrich, Allen, Scribner, and Front; that portion of Blumrich lying between said city blocks; that portion of Front east of Blumrich; and that portion of Front east of the city block and northerly two-thirds of the city block described above.

The City shall convey the portion of Area A described above no later than December 31, 1979, should the City in its best efforts be unable to convey said portion prior to that time.

c. The City shall use best efforts to convey the balance of Area A, in accordance with subsection 7(a), on or before March 1, 1980, but such conveyance shall be made no later than December 31, 1980 should the City in its best efforts be unable to convey said portion prior to that time.

d. The City shall use best efforts to convey Area B, in accordance with subsection 7(a), on or

before March 1, 1981. However, the City shall convey Area B, in accordance with subsection 7(a), upon substantial completion of the Museum, upon request of the federal government, or on September 31, 1981, whichever shall first occur, whether such occurrence is prior to or after March 31, 1981.

e. Conveyances by the City are intended to be made at or prior to the times the land subject to each such conveyance becomes necessary under the Committee's construction schedule for the Museum and related Site developments.

f. Should the City be unable to convey the Site in accordance with the "best efforts" schedule stated in this section, then the obligations of the Committee in scheduled construction of the Museum shall be delayed for a period equal to the delay in the conveyances from the City.

g. The Committee shall begin construction of the Museum as soon as practicable following the conveyance by the City under subsection 7(b).

h. The Committee shall substantially complete construction of the Museum on or before September 1, 1981.

8. Upon the completion of the Museum, and following grant of the Site and Museum to the federal government, no responsibility shall be imposed on the City for the operation and maintenance of the Site and the Museum, except to the extent the City and the federal government by separate agreement may provide.

9. It is the intention and desire of the City and the Committee that the City shall retain certain rights and obligations in respect to the Site after conveyance of the Site

and Museum to the federal government. The parties shall use best efforts, through agreements with the federal government or by use of other reasonable and proper means, to provide such rights for and impose such obligations upon the City. The principles of cooperation between the City and the Committee to achieve such ends shall be as follows:

a. The parties shall seek an Agreement between the City and the federal government for contracting to the City the maintenance and operation functions for Area B, including parking regulation and landscape and parking lot maintenance. The City and the Committee acknowledge that the highest priority use for Area B is to meet parking needs of the Museum. It is further acknowledged that when Area B, or a portion thereof, is not needed for Museum parking purposes, such portion should be available to the City for the parking of private vehicles by the general public and by employees of the City.

b. The landscaped areas of the Site should be available for general right of access to the public.

c. Easements for public utilities should be retained where necessary because of the existence of public utility lines.

d. A public right-of-way on the southerly thirty feet (30') of the portion of Area B between Front Avenue and Scribner Avenue should be retained by the City. However, until such time as this retained area may be necessary for other purposes, it should be landscaped in a manner consistent with the balance of Area B.

e. Subject to appropriate limitations and conditions, the City should retain a right of reversion of any portion of the Site, if at any time in the

future it is determined by the federal government that such portion is not needed for the Museum or for a related purpose.

f. The foregoing principles are statements of intent and are not conditions of either party's performance under this Agreement. Any rights and obligations of the City in the Site and Museum after conveyance to the federal government shall include only those rights and obligations to which the federal government may agree.

10. The approval of the City shall be necessary for the development of the Site as it concerns:

a. Traffic regulation and movement on surface streets adjoining the Site, and on all driveways, parking exits, and parking entrances on the Site which abut surface streets adjoining the Site.

b. Building and zoning regulations and ordinances.

c. Any material change in the Tentative Site Plan.

d. Any change in amount or configuration of parking spaces for the Site.

11. The City and the Committee shall consult with each other from time to time for the purpose of coordinating the activities of the parties concerning the Site and the Museum. The parties shall use best efforts to cooperate with each other's performance under this Agreement. Prior to implementation, the Committee shall submit to the City for review all development plans for the Site. The City shall have the opportunity to comment upon and propose changes in such plans, and the Committee shall consider implementation of City comments

and proposed changes in good faith. However, City approval for development plans shall not be required except as specified in Section 10 of this Agreement.

12. The parties acknowledge that this Agreement and the performances contemplated herein are for the proper public purpose and use of providing a developed site for the Museum. It is further acknowledged that the incidental beneficiaries are the citizens of Grand Rapids and the general public. However, except for the federal government, no person, firm, or other entity is intended as a third party beneficiary of this Agreement. Since the federal government is the third party beneficiary of this Agreement, all rights of the federal government herein shall be liberally construed to implement the intentions of the City and the Committee as they may benefit the federal government.

13. This Agreement shall become effective after ratification and approval by the Board of Trustees of the Committee and by the City Commission. The term of this Agreement shall be limited as may be provided by law; if no such limitation is in force, this Agreement shall continue until fully performed or until terminated by mutual agreement of the parties.

14. No provision of this Agreement shall be construed as extending the credit of the City to the aid of any person, association, or private corporation. Upon any contrary finding, the offending term or terms of this Agreement shall be treated as stricken, and the balance of this Agreement shall remain in full force and effect, unless continued enforcement would be inequitable to the City or the Committee.

2903

4515

PRESENTED TO
City Commission

MAY 9 1978

SANDRA L. WRIGHT
City Clerk.

Dated: May 10 1974

THE CITY OF GRAND RAPIDS, a
Michigan Municipal Corporation

WITNESSED:

By Abe L. Drasin
Abe L. Drasin, Its Mayor

Mary L. Soltes
John W. [unclear]
CORRECT IN FORM
John W. [unclear]
CITY ATTORNEY

ATTEST Theresa L. Knight
Its City Clerk

THE GERALD R. FORD COMMEMORATIVE
COMMITTEE, INC.

John W. [unclear]

By Jordan Shepard
Its Chairman

Thomas J. Heywood

By [unclear]
Its Treasurer