

July 24, 1996

2:00 p.m.

This draft does not concede or affect
any legal rights of either the United States
or of the LMH Company.

Draft Agreement Between LMH Company and the National Archives

Subject of the Agreement

1. The subject of the Agreement is the camera original motion picture film depicting the assassination of President Kennedy that was taken by Abraham Zapruder on November 22, 1963 ("film").

Purposes of the Agreement

2. The purposes of this Agreement include:
 - (a) making available to the public the best possible copy[ies] of the film in a format that is easily accessible and that maximizes the evidentiary value of the film;
 - (b) ensuring that the United States has a full opportunity to conduct a thorough forensic examination of the film;
 - (c) ensuring that the United States retains the right to purchase the film and to include the film in the President John F. Kennedy Assassination Records Collection (JFK Collection) at the Archives; and
 - (d) resolving all legal rights, obligations, and duties of the parties to the Agreement with respect to the film.

¹This draft does not purport to represent an offer by the Assassination Records Review Board to enter into any agreement or to approve of any agreement regarding the Zapruder film. This draft is proposed by the Review Board staff for the purpose of facilitating discussion. The Review Board itself may not agree with some or all of the terms in this draft.

Parties to the Agreement

3. The parties to the Agreement are:
 - (a) The LMH Company (LMH), a private partnership consisting of three individuals. LMH represents that it is the legal owner of the film, except to the extent that the The President John F. Kennedy Assassination Records Collection Act of 1992, 44 U.S.C. § 2107 (Supp. V 1994) (JFK Act) may affect LMH's ownership interest. For the purposes of this Agreement, LMH takes no position regarding any bearing that the JFK Act might have had upon its ownership interests in the film.
 - (b) The National Archives and Records Administration ("Archives") through its representative, the Archivist of the United States.

Underlying Facts, Documents, and Legal Matters

4. On or about July 10, 1978, LMH (through its representative, Henry G. Zapruder) and James W. Moore (on behalf of the the Archives), agreed that the Archives would store the film pursuant to an (unsigned) "Storage agreement." The film was thereupon delivered to the Archives where it has remained to this day. A copy of the Storage agreement is attached as Exhibit A.
5. On October 26, 1992, Congress enacted the JFK Act, a copy of which (as amended) is attached hereto as Exhibit B.
6. Concurrent with the execution of this Agreement, and in acknowledgment of the execution of this Agreement, the Assassination Records Review Board is issuing a ruling that provides that it agrees to accept, in lieu of the film, a copy [or more?] of the film for transmittal to the JFK Collection.
- [7. Concurrent with the execution of this Agreement, LMH and the United States Department of Justice are executing a Stipulation resolving all pending legal issues between the parties regarding ownership interests in the film.]

Terms of the Agreement

8. Upon execution of this Agreement, the United States will not dispute that LMH is the legal owner of the film and possesses all ownership rights to the film except as provided in this Agreement.
9. LMH agrees that, prior to January 1, 1997, it will have made, at its own expense, the best possible [high quality bells and whistles digital] copy of the film and/or of a pre-existing high-quality copy of the film. [ARRB understands that the best available copy of the film may be a 35 mm internegative made directly from the original film in 1967 for Time-Life.] LMH agrees to donate said copy[ies] to the JFK Collection and that the Archives may distribute copies of the film to the public consistent with the terms described below. Furthermore, for as long as the Archives shall have custody of the Zapruder film, it will be authorized to make additional copies of the film. **[The terms of this provision will need to be spelled out in much greater detail.]**
10. LMH agrees that the Archives may distribute to the public copies of the film either in motion picture format or in stills. All such copies distributed by the Archives shall contain a notice of LMH's copyright claim to the images. LMH does not waive any other copyright interest that it may have in the film or in any subsequent reproduction or distribution of the film.
11. LMH agrees that, as long as the Archives has custody of the film, the United States may conduct any and all reasonable forensics tests of the film provided that no test shall materially alter or destroy any images on the film.
12. LMH agrees that the Archives will retain custody of the Zapruder film through January 1, 2000. After January 1, 2000, LMH may request the removal of the film from the Archives only if it presents evidence that it has received a bona fide offer for the purchase of the film, which evidence shall include proof that the purchase amount for the film has been placed in escrow at a [identify type of financial institution]. LMH shall present its evidence of a bona fide offer to: (a) the Archivist of the United States, (b) the Speaker of the House of Representatives, (c) the President of the Senate, and (d) [to some news outlet such as UPI]. Within 30 days after LMH has notified the Archivist, the Speaker, the President of the Senate, and [the news outlet], the Archivist shall propose to Congress special legislation that would authorize the Archivist to purchase the film, on behalf of the United States, for an amount equal to or greater than the bona fide offer. Should the Archivist fail to propose appropriate legislation, any member of Congress may introduce legislation requiring the Archivist to purchase the Zapruder film on behalf of the United States. Failure of the Archivist to

propose legislation shall not be considered a breach of this Agreement. Congress shall have ___ months after proper notification by LMH in which to make an offer for the purchase of the film.

13. The Archives agrees that it shall store the film under the best reasonable archival conditions at the Archives and that it shall return the film to LMH consistent with the terms of this Agreement.
14. LMH agrees that it shall not knowingly sell the film to any subsequent purchaser who intends to destroy or mutilate the film in any way.
15. LMH agrees that at any time prior to January 1, 2000, the U.S. government may purchase the Zapruder film for \$ _____ by tendering such amount to LMH.
16. This Agreement shall supersede any prior agreements (written, oral, or implied) between the parties related to the film.

LMH Company
Date:

The Archivist of the United States
Date:

Witness: _____
For the Assassination Records Review Board

Witness: _____
For the Attorney General of the United States

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