

All rights reserved.

No party is conceding anything by this draft.

Z

Subject of the Agreement

Z1. Subject is film at NARA. No position on whether it is out of camera.

Purposes of the Agreement

Z2. Delete because unnecessary.

Storage Agreement, JFK Act, and Ruling

Z3. Any reason not to say that there was an agreement?

Z4. OK

Z5. Prob should say that Board is willing to accept a copy in lieu of original

Provisiton of Assassination Film Materials; Grant of Royalty free license

Z6 donation to the [U.S. Government] [JFK Collection?] We could have a later date if more practicable, though Jan 97 is good for ARRB.

Z7 Still granted to NARA? To other institution? For sake of discussion I will use Smithsonian/LOC as placeholder.

Z8a. Format may be too limited. Is digital included. Future technology that may render obsolete. Why not any digitalized version.

Z8b. Probably ok. Why does Z want this? Are there any problems?

Z8c. Probably ok.

Z8d. [Defer to DOJ copyright.]

Z8e. Probably ok, defer to DOJ.

Z8f. Probably ok, but also include: "nothing in this agreement shall be read to expand or enlarge any rights relating to copyright."

Storage

- Z9. **NEW:** NARA may continue to hold as long as agreeable between Z and NARA. Should NARA decide that it no longer wishes to keep custody of the film (but before sale provisions become operative) and seek to return the film to LMH, LMH automatically designates the Smithsonian/LOC to receive custody of the film. [Attach agreement between Smithsonian/LOC that Smith/LOC that whenever NARA will no longer has custody of film, Smith/LOC will take custody and that LMH agrees.] Should LMH decide that it no longer wishes to have the film stored at NARA, it may direct Smith/LOC to store film.
- Z10. Substitute Smith/LOC.
- Z11. [This is up to Smith/LOC. However, it may not be possible. NARA says that it cannot do this.]
- Z12. Basically ok. Substitute Smith/LOC. What about a forensic test that alters film but not images? If this is an issue, ARRB should hold out for it. If it is not an issue, we can probably agree. **Include broad definition of forensics, to include digitizing, and all other forms of testing.**
- Z13. Substitute Smith/LOC.

United States Acquisition of the Film

- Z14. **This is a problem. Talk to David.**
Issues: January 1, 1998 may be too soon. Principal issues: (a) time to conduct forensic tests; (b) time for Congress to decide. Neither DOJ nor ARRB can make representations as to what NARA will do. LMH might need to sue NARA for return of film.

Change to say that DOJ and NARA have no objection to return of film to LMH provided that certain conditions are met:

- Z15. intro ok.
- Z15a. **Carefully think through this language. This may be ok.**
- Z15bi **This is the auction option, which LMH wants and ARRB does not want.**
ARRB concept: right of first refusal to US.
LMH concept: advance notice.

Z15bii This is the purchase option. **We want time period extended.**

Z15 Conclusion. Probably ok.

Storage Agreement; Ownership rights

16. This should be reworded so that US takes no position either way on ownership interest and copyright interests. Storage agreement probably ok.

Attachment A

Probably ok.

Other questions:

- future technology for copies
- successors in interest to LMH
- what ruling does the Board need to make
- who signs the agreement
- what other agreements are needed
- flow down clause

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Date: April 27, 2017