

## Zapruder Draft Agreement

This agreement made this \_ day of August, 1996 (the Agreement) between the National Archives Records Administration of the United States (NARA) and LMH Company, a partnership organized and operated under the law of the State of Texas.

### Subject of the Agreement

1. The subject of the agreement is the out of camera original Film of the assassination of President John F. Kennedy taken by Abraham Zapruder on November 22, 1963 (the Zapruder Film).

### Purposes of the Agreement

2. The purposes of the agreement include:

a. Providing greater detail for safe keeping of the Zapruder Film while it continues to be on deposit with NARA.

B. Granting to the United States a non-exclusive license under LMH's copyright so as to provide Copies of the Zapruder Film to researchers, investigators, etc., in a manner which formalizes as set forth herein below prior informal practices by the parties during the period the Film has been on deposit with NARA and expanding certain rights to meet needs arising under the President John F. Kennedy Assassination Records Collection Act of 1992, 44 U.S.C. Sect 2107 (Supp. V 1994) (the JFK Act).

C. Providing the United States with opportunities to purchase the Zapruder Film if it considers it in the best interests of the United States to do so.

D. Providing NARA for inclusion into the President John F. Kennedy Assassination Records Collection (JFK Collection) certain materials which will be beneficial to researchers and which are designed to enhance research capabilities as set forth in paragraph 6 and Attachment A (herein collectively referred to as the Assassination Film materials).

### Storage Agreement, JFK Act and Ruling

3. On or about July 10, 1978 a storage agreement (attached hereto as Attachment B) was entered into by LMH and NARA. The Film was thereupon delivered to NARA where it has remained to this day.

4. On October 26, 1992 Congress enacted the JFK Act, a copy of which (as amended) is attached hereto as Attachment C.

5. The Assassination Records Review Board has determined, in light of the provisions of the agreement and the purposes and provisions of the JFK Act, to issue a ruling containing the provisions set forth on Attachment D hereto to the effect that the Assassination Film Materials and certain subsequently produced materials to meet researcher needs as set forth herein will be included as part of the JFK Collection and the Zapruder Film will not be so included.

#### **Provision of Assassination Film Materials; Grant of Royalty free license**

6. LMH agrees that following the execution of this agreement it will expend up to twenty thousand dollars (20,000) towards NARA's acquisition of any or all of the materials set forth in Attachment A for delivery to NARA for the inclusion in the JFK Collection prior to January 1, 1997.

7. LMH hereby grants to NARA a non-exclusive royalty free license to reproduce and distribute Copies (as defined in paragraph 8 below) of the Zapruder Film in perpetuity throughout the world, subject to the limitations set forth in paragraph 8.

8. NARA shall comply and cause compliance with the following limitations:

A. The term Copies shall mean and refer to tangible motion picture copies in VHS video format and to tangible 35 mm slides of single frames from the Zapruder Film and still photographic prints of single frames from the Zapruder Film. The term Copies shall not include any copy of the Zapruder Film or any portion thereof in any media or form not expressly herein identified.

B. NARA shall deliver Copies to an individual or an entity only in response to a specific written request by such individual or entity. Delivery shall be made only by delivery of the tangible Copies and not by electronic, telecast, micro-wave, satellite, wire, fiber optic or other or similar means whether now existing or later developed.

C. NRA shall not create an inventory of Copies other than to the extent necessary in order to respond to written requests for Copies pursuant to the license granted in paragraph 7 hereof and shall not offer for sale or sell Copies through any book store, shop or retail outlet.

D. For the purpose of this Agreement the recipient's right in any Copy received shall be limited to those afforded under Title 17, Sect. 109 (d) to individuals and entities who acquire Copies by rental, lease, loan, or otherwise without acquiring ownership of the Copies, and who are not authorized by a copyright owner to exercise the privileges prescribed by Title 17, Sects. 109 (a) and (c) as in effect with revisions to September 30, 1994 and as amended by amendatory acts of October 18 and December 8, 1994 (Attachment E) and notwithstanding any modifications which may be thereafter enacted.

E. The rights and permissions herein granted are expressly conditioned upon the affixation

to all Copies of the Notice "Copyright 1967 (Renewed 1995) LMH Company. All Rights Reserved.

By receipt of this Copy the recipient agrees that the privileges appurtenant to this Copy are subject to the limitations and restrictions imposed upon individuals and entities who acquire Copies by rental, lease, loan, or otherwise without acquiring ownership as set forth in Title 17, Sect. 109 (d) (1994)."

F. Nothing contained herein shall be interpreted as a waiver.

### **Storage**

9. LMH shall continue storage of the Zapruder Film with NARA for the period as provided in paragraph 14.

10. While in storage with NARA, NARA shall archive the Zapruder Film under the best reasonable archival conditions at the National Archives in Washington, D.C.

11. NARA shall insure the Film against loss, damage, destruction, harm and impairment in full amount of its fair market value. LMH shall be the named insured under the policy of insurance and NRA shall reimburse LMH for any loss attributable to any damage to the Zapruder Film while in storage with NARA to the extent not fully covered by insurance proceeds received by LMH.

12. LMH agrees that, as long as the Zapruder Film is in storage with NARA the United States may conduct any and all reasonable forensics test of the Film provided that not test shall materially alter or destroy the Film or any images thereon. NRA agrees to exercise diligence in the handling of the Zapruder Film and any damage to the Film beyond immaterial alteration permitted pursuant to the first sentence hereof shall be subject to the reimbursement provisions of paragraph 11.

13. LMH and NRA agree that during the entire period the Zapruder Film is in storage with NRA or owned by LMH neither party shall intentionally alter, destroy, or impair the Zapruder Film in connection with testing, research, or in any other pursuit or for any other purpose.

### **United States Acquisition of the Film**

14. Sale and Contribution.

a. LMH intends to enter into discussions with the United States providing it with an opportunity to acquire it for NARA at a price lower than the fair market value thereof. LMH agrees to leave the Film on deposit at NARA during those discussions or at least until January 1, 1998 (whichever period ends earlier). In the event the United States has not acquired the Film on or before January 1, 1998, NARA agrees to return the Film to LMH promptly upon written request, provided, however, that nothing contained herein shall be interpreted as requiring LMH to provide

such written notice for removal of the Film from the deposit with NARA and NARA agrees to maintain the Film on deposit under the terms and conditions or paragraphs 9-13 of this agreement for so long a LMH has not provided such requests and provided further that nothing contained herein shall be interpreted as requiring the United States or LMH to purchase or sell the Film to each other.

15. Notice of intent to sell

LMH shall sell the film to someone other than the United States a) only after providing the United States with an adequate opportunity to obtain an appropriation pursuant to the federal legislative process (as hereinafter set forth) and b) only after providing the United States with an opportunity to purchase the Film (as hereinafter set forth).

a. LMH shall be deemed to have provided the United States with an adequate opportunity to attain an appropriation pursuant to the federal legislative process as referred to above if LMH has provided written notice to the Archivist of the United States of its intention to offer the Film for sale at least six months prior to concluding a sale to any party.

b. LMH shall be deemed to have provided the United States with an opportunity to purchase the Film as referred to above if LMH either:

i. provides the Archivist of the United States with written notice of the time and place of an auction at least thirty (30) days prior to such auction or

ii. provides the Archivist of the United States with a written copy of a bona fide contract for the purchase of the Film together with an offer to the United States to purchase the Film upon the same terms and conditions as provided for in aid contract which offer shall remain open for acceptance by the United States at any time during a period 30 days from the date of such written notice.

The United States undertakes to keep LMH advised concerning whether it is seeking an appropriation and is considering acquisition of the Film pursuant to the foregoing opportunities and to notify LMH promptly and execute a waiver if it determines not to exercise such rights.

**Storage Agreement; Ownership rights**

16. The United States has not disputed and will not dispute that the LMH is the legal owner of the Film and possesses all copyright and other ownership rights. The Storage Agreement remains in full force and effect except as altered or affected by the terms of this Agreement.

17. The undersigned warrant and represent that they have the authority to enter into this agreement.

g: \cathy\corres\agree.wpd

In witness whereof the parties set their hand and seals they \_\_\_\_\_ day of \_\_\_\_\_ first  
above written.