

OFFICIAL

**JOINT USE, OPERATING,
AND TRANSFER AGREEMENT
BETWEEN
THE WILLIAM J. CLINTON
PRESIDENTIAL FOUNDATION
AND
THE NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION
REGARDING
THE WILLIAM J. CLINTON PRESIDENTIAL LIBRARY**

This Joint Use, Operating, and Transfer Agreement ("Joint Use Agreement" or "Agreement") is entered into by and between the William J. Clinton Presidential Foundation ("Foundation"), an Arkansas nonprofit corporation, and the National Archives and Records Administration ("NARA"), an independent establishment in the executive branch of the Government of the United States of America.

RECITALS

- A. NARA is administered under the supervision and direction of the Archivist of the United States ("Archivist"). When the Archivist considers it to be in the public interest, the Archivist may, pursuant to 44 U.S.C. § 2112(a)(1), make agreements, upon terms and conditions the Archivist considers proper, with a State, political subdivision, or foundation to use as a Presidential archival depository land, a facility, and equipment of the State, subdivision, or foundation, to be made available by it without transfer of title to the United States; and to maintain, operate, and protect the depository as a part of NARA's Presidential Libraries System.
- B. The Foundation has received a final determination from the Internal Revenue Service ("IRS") that it is organized and operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (the "Code"), 26 U.S.C. § 501(c)(3), as amended and in effect as of the date of the execution of this Joint Use Agreement, and that it is a publicly-supported organization within the meaning of section 509(a)(1) of the Code. The Foundation's charitable purposes include constructing, equipping, endowing, and providing continuing support to the William J. Clinton Presidential Library (hereinafter "Clinton Library" or "Library"). The Clinton Library will house, preserve, and make available, through historical research, exhibitions, educational programs, and other activities, the Presidential records and historical materials of President William Jefferson Clinton.

- C. In furtherance of its charitable purposes with respect to the Clinton Library, the Foundation entered into a 99-year lease (the "City Lease") with the City of Little Rock, Arkansas (the "City"), on March 1, 2002, for a parcel of real property referred to in the City Lease and this Joint Use Agreement as "the Premises." The Premises consist of approximately 31 acres of real property specifically described by metes and bounds in Exhibit A of this Joint Use Agreement. The City has designated the entire Premises the "William Jefferson Clinton Presidential Park" (the "Park"). The City has reserved for itself in the City Lease the responsibility to conduct outdoor programs in the Park, as authorized by the City's Master Parks Plan. The terms of the City Lease require that the Premises be used at all times as a public park and the site of the Clinton Library. The City Lease further requires that the grounds of the Park be open to the public in accordance with such rules and regulations as shall be promulgated by the City as Landlord, subject to any special security and national security concerns that may arise with respect to the Clinton Center and its operation, or the use of the Premises by the Foundation, NARA, the University of Arkansas, and others. The City agreed in the City Lease to cooperate fully with the Foundation, NARA, the United States Secret Service, and the University of Arkansas with respect to the special security and national security concerns noted in the City Lease and to allow the Premises to be closed to the public from time to time as necessitated by such concerns.
- D. In furtherance of its charitable purposes and the terms of the City Lease, the Foundation has constructed buildings on and made improvements to the Premises and the Park that are known collectively as "The Clinton Presidential Center" (hereinafter the "Clinton Center" or "Center"). When fully completed and operational, the Clinton Center is expected to include, among other things, the Clinton Library; the University of Arkansas' Clinton School of Public Service ("Clinton School"); an "Executive Suite" containing living quarters and office space for President Clinton's use, as well as Foundation offices; a "Great Hall" and "Lobby Annex" area to be used for special events and activities; a Café and related Café support areas; and certain physical improvements to the Premises that will be referred to in this Joint Use Agreement as the "Park Improvements." The Foundation's main offices and the Clinton School will be located in the renovated, historic 1899 Choctaw Station (also known as "Sturgis Hall"). The Executive Suite, the Café and Café support areas, the Great Hall and Lobby Annex, and the areas comprising the Library are located in a new, purpose-built building (hereinafter the "Library Building") constructed by the Foundation in accordance with NARA's architectural and design standards for Presidential libraries. The Foundation also intends to renovate the Rock Island Railroad Bridge that crosses the Arkansas River immediately adjacent to the Premises for public, pedestrian use, while the Central Arkansas Transit Authority ("CATA") plans to operate a station for its fixed rail trolley system on part of the Premises. The Foundation has also purchased a building off the Premises (the "River Market Building"), in which it intends to operate a retail merchandise operation ("the Museum Store"). The Railroad Bridge, the CATA station, and the River Market Building are not considered part of the Clinton Center for purposes of this Joint Use Agreement.

- E. The City Lease authorizes the Foundation to transfer all or any part of its interest in the Premises, including the buildings or other improvements thereon, to the United States of America, or any agency or instrumentality thereof, including without limitation NARA.
- F. By letter dated April 20, 2004 ("April 20 Letter"), James L. Rutherford, President of the Foundation, proposed terms under which NARA would use, maintain, operate, and protect the facility and equipment comprising the Clinton Library as part of the Presidential Libraries System. The April 20 Letter forms the basis for this Joint Use Agreement.
- G. By letter dated May 5, 2004, the Archivist transmitted a report to the President of the Senate and the Speaker of the House of Representatives regarding his intention to accept an offer from the Foundation to establish the Clinton Library at the Clinton Center in accordance with the terms proposed in the April 20 Letter, and to maintain, operate, and protect the Library as a part of the Presidential Libraries System. As required by 44 U.S.C. § 2112(a)(5), the report has lain before Congress for a period of at least 60 days of continuous session.
- H. In accordance with 44 U.S.C. § 2112(g)(2), the Archivist has established in the National Archives Trust Fund ("Trust Fund") an endowment for the maintenance of the facility and equipment comprising the Clinton Library, and has determined that the amount of \$7,200,000 has been transferred by the Foundation to NARA and deposited into said endowment account prior to the execution of this Joint Use Agreement. The amount transferred and deposited is equal to the endowment required by 44 U.S.C. § 2112(g)(3).
- I. In light of the foregoing, NARA and the Foundation desire formally to document their agreement with respect to (1) the granting of certain exclusive and other rights to NARA to establish, maintain, and operate the Clinton Library in part of the Library Building, and (2) the terms and conditions under which NARA and the Foundation will manage, operate, and use the Library and the Clinton Center in furtherance of their respective missions.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, NARA and the Foundation covenant and agree as follows.

AGREEMENT

- 1. Truth of Recitals. NARA and the Foundation acknowledge and agree that the matters set forth in the Recitals to this Joint Use Agreement are true and correct.
- 2. Meaning of Certain Terms. For purposes of this Joint Use Agreement, and to ensure uniform understanding between NARA and the Foundation, the terms set forth below in this section will have the following meanings:

- a. "NARA" – Unless otherwise specifically noted, the term NARA includes the Clinton Library and all authorized officials, employees, agents, independent contractors, volunteers, or other persons or groups acting for NARA or on its behalf.
- b. "Foundation" – Unless otherwise specifically noted, the term Foundation means authorized officers, directors, employees, agents, independent contractors, volunteers, or other persons or groups acting for the Foundation or on its behalf.
- c. "Parties" – Use of the term "Parties" in this Joint Use Agreement will mean NARA and the Foundation individually and collectively, unless otherwise specifically noted.
- d. "The Clinton Presidential Center" or "Clinton Center" – Unless otherwise specifically noted, this term collectively means the complex of buildings, structures, and physical improvements located on the Premises that are under the control of or occupied by the Foundation, NARA, or the University of Arkansas, including without limitation the Library Building, the Choctaw Station, the Clinton Library, the Foundation Areas (including the Park Improvements), and the Clinton School. For the purposes of this Joint Use Agreement, the term does not include the River Market Building, the Railroad Bridge, the CATA Station, or any part of the Premises for which the City is responsible under the City Lease.
- e. "Foundation Areas" – The term Foundation Areas means those areas of the Library Building under the exclusive control of the Foundation, as well as the Choctaw Station and those portions of the Park Improvements (Section 2.h.) for which the Foundation is responsible under the terms of the City Lease. The term does not include any areas in or affixed to the Library Building that are part of the Clinton Library. The areas within or affixed to the Library Building that are Foundation Areas include without limitation the Executive Suite, the Executive Suite Deck, the Great Hall, the area known as "The Work Continues" Exhibit, the two Verandums running along the west side of the Library Building on the Great Hall and Museum levels, the Lobby Annex, the Lobby Annex Terrace, the Foundation volunteer office, the Foundation's visitor services office, the Foundation support and storage areas, the Café (including the Café support areas identified in Section 2.q. of this Joint Use Agreement), the Café Terrace, and the Foundation loading dock. The Lobby Annex Terrace and the Café Terrace shall be considered affixed to the Library Building for purposes of this Joint Use Agreement. The Foundation Areas are identified in blue on Exhibit B of this Joint Use Agreement.
- f. "Clinton Library" or "Library" – The term Clinton Library means those areas within or affixed to the Library Building under the exclusive control of NARA, as well as the "Library equipment" located therein (Section 2.o.). The Clinton Library includes the following specific areas: administrative and staff offices, archival research and storage facilities (including the Textual and Audiovisual

Research Rooms), museum exhibit galleries (referred to collectively as “the Museum”), a museum collection storage area, an exhibit staging and receiving area, the Lobby, the Orientation Theater, the small Museum Balcony off the Museum on the east side of the Library Building, educational classroom and support areas, the volunteers’ lounge, conference and programming areas, employee and contractor locker rooms, break areas, the loading dock for the Library, spaces housing building operations (e.g., security, elevators, restrooms, electrical, HVAC, and mechanical rooms), and the Pump Room for the ceremonial fountain (“Fountain”) that is part of the Park Improvements. For purposes of this Joint Use Agreement, the Lobby, the Museum (but not the Museum Balcony), and the Orientation Theater shall be considered the “public areas” of the Library, while all other areas of the Library, except the Research Rooms, shall be considered the “nonpublic areas” of the Library. The Research Rooms are open to members of the public wishing to conduct research in the presidential records and other documentary holdings of the Clinton Library, but are not available for other uses by the Foundation, outside groups, or members of the public. Section 8 of this Joint Use Agreement addresses how the Research Rooms, the public areas, and the nonpublic areas of the Library may be used. The areas comprising the Library are marked in red on Exhibit B of this Joint Use Agreement.

- g. “Library Building” – The Library Building means the building constructed by the Foundation that contains the Clinton Library and those Foundation Areas described in Section 2.e. of this Joint Use Agreement other than the Choctaw Station and the Park Improvements.
- h. “Park Improvements” – The term Park Improvements means the landscaped areas and other physical improvements made to the Park or the Premises that the Foundation controls or is responsible for maintaining under either this Joint Use Agreement and the City Lease. The term does not include the Library Building, the Lobby Annex Terrace, the Café Terrace, or the Choctaw Station. The term does include without limitation the landscaped areas and other improvements known as the “Parking Areas,” the “Library Staff Parking Lot,” the “Circular Drive,” the “Fountain,” the “Park Terraces and Amphitheater,” the “Arboretum,” the “Contemplation Grove,” and the “Park Pavilion” containing public restrooms and water fountains. The Park Improvements are part of the Foundation Areas.
- i. “Library Staff Parking Lot” – The Library Staff Parking Lot means that part of the Park Improvements immediately adjacent to the Library Building and containing secure parking for Library employees and others designated by NARA, as well as the service drive leading to the Library’s loading dock. The Library Staff Parking Lot is a Foundation Area.
- j. “Executive Suite” – The Executive Suite means that part of the Foundation Areas in the Library Building that contains living quarters for President Clinton, as well

as offices and related spaces for use by President Clinton, the Foundation, and the United States Secret Service.

- k. "Great Hall" – The Great Hall means the multi-purpose special event and activity space located in the Foundation Areas of the Library Building.
- l. "Lobby" – The Lobby means the area of the Clinton Library where visitors enter the Library Building.
- m. "Lobby Annex" – The Lobby Annex is a multi-purpose special event and activity area located in the Library Building adjacent to the Lobby. There is a Lobby Annex Terrace located outside the Library Building adjacent to the Lobby Annex. Both the Lobby Annex and the Lobby Annex Terrace are Foundation Areas.
- n. "Museum Store" – The Museum Store means the retail sales operation established by the Foundation and located in the River Market Building.
- o. "Library equipment" – Unless otherwise specified herein, the term Library equipment means all "operating" and "program" equipment that the Foundation has given to NARA or made available for its use in maintaining, operating, and protecting the Clinton Library. The term operating equipment is defined in NARA's architectural and design standards for Presidential libraries and includes such things as the machinery, equipment, and building systems (e.g., HVAC, electrical, mechanical) necessary to operate the Library Building. Program equipment is equipment, machinery, office furnishings, and other furniture that supports NARA's performance of archival, museum, and administrative functions.
- p. "Foundation equipment" – The term Foundation equipment means any equipment, furnishings, machinery, system, fixture, or other item of personal property controlled or operated by the Foundation and located in the Café and the Café support areas, the other Foundation Areas of the Library Building, the Choctaw Station, and the Park Improvements.
- q. Café – The Café means the retail food service operation established by the Foundation and located in the Foundation Areas of the Library Building. The Café consists of an indoor seating area, a cafeteria-style serving line with separate beverage/condiment stations (entire area also known as a "server"), and the following "Café support areas:" a kitchen, a general storage area, and a grease interceptor located in the mechanical room adjacent to the kitchen. In addition to the areas for cooking and preparing food, the kitchen includes a walk-in cooler, a walk-in freezer, and dry storage areas. There is a Café Terrace located outside the Library Building adjacent to the Café. The Café Terrace is a Foundation Area.
- r. The Work Continues Exhibit – The Work Continues Exhibit means the area on and adjacent to the north wall of the Audio Visual Room of the Library Building

(Room 313 located on the Museum Upper Level) that the Foundation plans to use to present a video presentation and exhibit entitled "The Work Continues" on the ongoing work of President Clinton and the Clinton Foundation, as well as a virtual donor recognition kiosk. The term includes the exhibit, video, and interactives located in the area comprising the Exhibit, which area is 26 feet in length from east to west and 2 feet in width from north to south of the north side of the north wall of the Audio Visual Room. The Work Continues Exhibit is a Foundation Area.

3. Grant of Rights of Use.

- a. **Right to Use Library.** The Foundation hereby grants to NARA, acting through the Archivist, an exclusive right, for the term and upon and under the conditions set forth in this Joint Use Agreement, to use 128,581 gross square feet of space in the Library Building (of a total 152,122 gross square feet) and the operating equipment located therein to establish, maintain, operate, and protect the Clinton Library as the Presidential archival depository relating to the Presidency of William J. Clinton, provided that, in the event NARA ceases to operate the Library as a Presidential archival depository relating to the Presidency of William J. Clinton, the exclusive rights granted herein shall terminate and all rights and privileges appurtenant thereto shall revert to the Foundation. The areas of the Library Building comprising the Library are described in Section 2.f. of this Joint Use Agreement and marked on Exhibit B of this Joint Use Agreement. Of the total area comprising the Library, 68,698 square feet has been determined by the Parties to be "net usable square feet" for purposes of 44 U.S.C. § 2112(g), which sets forth the endowment calculation formula. The total net usable square feet in the Library Building equals 92,239 square feet.
- b. **Access to Clinton Center for Purpose of Maintaining Security.** The Foundation hereby grants to NARA a non-exclusive right, for the term and under the conditions set forth in this Joint Use Agreement, to enter and use, or to authorize others to enter and use, the entire Clinton Center for the purpose of maintaining security therein, provided that (i) such access and use do not unreasonably interfere with the use of the Foundation Areas and the Clinton School by the Foundation and the University of Arkansas, respectively; (ii) NARA provide trained security personnel for and maintain the security system in the Choctaw Station on a reimbursable basis; and (iii) NARA's rights under this paragraph shall be subject to the City's rights and responsibilities as described in Section 3.h.ii. of this Joint Use Agreement.
- c. **Access for Purpose of Performing Contracts.** The Foundation hereby grants to NARA a non-exclusive right, for the term and under the conditions set forth in this Joint Use Agreement, to enter and use, or to authorize others to enter and use, the Foundation Areas in the Library Building and the Choctaw Station, including the areas in the Choctaw Station occupied by the Clinton School, for the purpose of performing contracts relating to NARA's operation, maintenance, and

protection of the Clinton Library, provided that NARA will, when agreeable to both Parties, provide facility management and utility services to the Foundation under NARA contracts on a reimbursable basis.

- d. Access to the Library Staff Parking Lot. The Foundation hereby grants to NARA a non-exclusive right, for the term and under the conditions set forth in this Joint Use Agreement, to enter and use, or to authorize others to enter and use, that part of the Foundation Areas known as the Library Staff Parking Lot at any time for and in support of official Government business, including without limitation the maintenance, operation, and protection of the Clinton Library and the performance of NARA's rights and obligations under this Joint Use Agreement. NARA's 24-hour access under this paragraph shall be limited only by security rules and procedures established by NARA, including without limitation rules and procedures established in connection with special security and national security concerns (Section 16.c.).
- e. Library Activities in the Foundation Areas. The Foundation hereby grants to NARA a non-exclusive right, for the term and under the conditions set forth in this Joint Use Agreement, to use the Great Hall and other Foundation Areas located in the Library Building and the Choctaw Station, as well as the Park Improvements, for meetings, conferences, programs, and other activities and events related to the functions and goals of the Clinton Library. NARA shall coordinate any use of the Foundation Areas with the Foundation and NARA's use of the Foundation Areas shall be subject to the Foundation's conduct of official business and in accordance with such reasonable rules and operating hours as the Foundation may set. NARA shall coordinate any use of the Clinton School classrooms and library that may occur during regular business hours with the Clinton School.
- f. Access to Premises. The Foundation shall not permit or create, or cause to be permitted or created, any continuing event or condition that prevents, restricts, or otherwise materially interferes with NARA's use and enjoyment of its rights under this Joint Use Agreement.
- g. Term. The term of all rights granted to NARA in this Section 3 (the "Term") shall be for a period commencing on the date (the "Term Commencement Date") upon which this Joint Use Agreement is executed (Section 35), and ending at 12:00 midnight, February 28, 2101, unless this Joint Use Agreement is modified, terminated on an earlier date, or renewed by the Parties.
- h. Exceptions and Reservations. The rights that the Foundation has granted to NARA in this Section 3 shall be exercised by NARA subject to the following Exceptions and Reservations:
 - i. To the extent permitted by Federal law, NARA shall exercise its rights and perform its obligations subject to each of the "Permitted Exceptions"

referenced in Article I, Section 1.1 of the City Lease, said "Permitted Exceptions" consisting of certain easements, a sewer line agreement, and a pipe line license. The Permitted Exceptions are attached to this Joint Use Agreement as Exhibit C.

- ii. NARA shall exercise its non-exclusive right of access to the Clinton Center under Section 3.b. of this Joint Use Agreement for purposes of maintaining security subject to Article V, Section 5.5 of the City Lease, under which the City retains responsibility for providing security on the Premises, with the exception of the Library Building, the Choctaw Station, and the Library Staff Parking Lot.
- iii. The Foundation reserves for itself, for the term and under the conditions set forth in this Joint Use Agreement, a non-exclusive right to use the public areas of the Library – the Lobby, the Museum (but not the Museum Balcony), and the Orientation Theater for and in connection with meetings, conferences, programs, and other activities and events that it determines are in accordance with and will further its charitable and educational mission. The Foundation shall exercise its right to use the Library public areas subject to NARA's conduct of official Government business and activities and in accordance with Federal law and NARA regulations, policies, and procedures for the use of Presidential libraries, including without limitation those regulations and procedures specified in 36 C.F.R. part 1280, subparts A, B, and E. Section 8 of this Joint Use Agreement addresses the use of the Lobby, the Museum, and the Orientation Theater by the Foundation and outside groups.
- iv. The Foundation reserves for itself, for the term and under the conditions set forth in this Joint Use Agreement, a non-exclusive right to establish, maintain, and operate at its expense, directly or through an appropriate third party (e.g., state or local tourist bureau), a VIP and tourist information kiosk or similar function in the Lobby.
- v. The Foundation reserves for itself, for the term and under the conditions set forth in this Joint Use Agreement, a non-exclusive right to enter and use, or to authorize others to enter and use, the Library for the purpose of performing Foundation contracts in support of the Foundation Areas. The Parties understand and agree that the Foundation will need access to the Library to perform necessary repairs and maintenance on the equipment located in the Café and Café support areas (Section 2.q.), and the Pump Room. Section 18.d. of this Joint Use Agreement addresses the responsibility of each Party to notify the other in advance of routine maintenance, repairs, or other work that could affect the operation or performance of Library or Foundation equipment, systems, and utilities, pose a threat to Center or Library occupants or visitors, or impair the Parties' use and enjoyment of the Center or the Library.

4. Consideration. NARA shall pay no fee for the rights granted by Section 3 of this Joint Use Agreement. The Foundation and NARA agree that NARA's commitment to establish, maintain, operate, and protect the Library in accordance with the requirements of Federal law and the terms and conditions of this Joint Use Agreement, thereby providing a benefit to the Foundation's charitable and educational mission, constitutes adequate and valuable consideration for said rights.
5. Delivery of Possession; Commencement of Library Operations.
 - a. The Foundation shall deliver possession of the Library to NARA and NARA shall commence Library operations on the Term Commencement Date.
 - b. NARA certifies that, as of the Term Commencement Date, the Foundation has transferred a facility and Library equipment that comply with the architectural and design standards for Presidential libraries that were in effect during the construction of the Library Building, and that the facility and equipment so transferred will enable NARA to commence operation of the Clinton Library on the Term Commencement Date. The Foundation agrees to install and deliver any remaining Library equipment and to complete work on any unfinished punch list items as expeditiously as possible following the Term Commencement Date, and in full compliance with the applicable architectural and design standards. NARA certifies that, with respect to unfinished punch list items and undelivered equipment, the Foundation has proceeded to date in accordance with the applicable architectural and design standards.
 - c. Certificate of occupancy. The Foundation shall deliver to NARA, on or before the Term Commencement Date, copies of the certificates of occupancy for the Library Building that are issued by the City or other relevant jurisdiction. If a temporary certificate of occupancy is issued, the Foundation shall deliver to NARA a copy of the permanent certificate as soon following the Term Commencement Date as is practicable.
 - d. In addition to the rights granted it by Section 3 of this Joint Use Agreement, the Foundation shall have access to the Library in order to complete the installation and delivery of Library equipment not turned over as of the Term Commencement Date, and to complete any unfinished punch list items after said Date. The Foundation's access to the Library for the purposes set forth in this paragraph shall be subject to reasonable rules by NARA, including without limitation NARA's security rules governing access to the Library, rules established to protect persons, property, and Library holdings, and rules established to ensure the public's ability to use and enjoy the Library without unreasonable interference.
6. Legal Relationship of the Parties; Duty to Consult. NARA and the Foundation acknowledge and agree that they share a mutual interest in working cooperatively in a manner that makes the resources of the Clinton Library and the Clinton Center

available for public enrichment, including the study of American history and government and the life, times, Presidency, and legacy of William J. Clinton. To this end, NARA and the Foundation agree that they will consult with each other as needed on the matters governed by this Joint Use Agreement to ensure that activities are coordinated, necessary information shared, and misunderstandings resolved as quickly and collaboratively as possible. NARA and the Foundation further acknowledge and agree that, in pursuing their mutual interests, they must avoid, in fact and appearance, exerting any improper influence in the exercise of the other's governance, authority, activities, or operations. To this end:

- a. The Board of Directors, officers, and employees of the Foundation will, at all times while managing and operating the Foundation, act in the best interests of the Foundation and to maintain the Foundation's legal independence from NARA, and for exclusively charitable purposes, as required by the laws of the United States and the State of Arkansas.
- b. The officers and employees of NARA will, at all times while performing duties on behalf of the agency, act in the best interests of NARA and the United States and to maintain the agency's legal independence from the Foundation, as required by the laws of the United States.

Nothing in this Joint Use Agreement limits either Party's independent authority to make decisions regarding its participation in coordinated activities with the other, including the use of its own personnel, office space, equipment, supplies, and other resources.

This Joint Use Agreement does not constitute, and is not intended to give rise to, a partnership, joint venture, or agency relationship between the Parties, or a relationship of landlord and tenant. The relationship of the Foundation and NARA shall be and remain a purely contractual relationship between joint users of real property. Each Party will operate under the terms of this Agreement as an independent entity and not as an agent for the other.

7. Establishment and Operation of the Library.

- a. General. NARA shall establish, maintain, and operate the Clinton Library in accordance with all applicable laws, regulations, rules, standards, and policies, including without limitation chapters 21, 22, and 23 of Title 44, U.S.C., other applicable Federal laws and regulations, all internal regulations, standards, and policies of NARA, and the terms and conditions of this Joint Use Agreement. This responsibility includes without limitation the obligation to maintain, protect, and make available the Presidential records of President Clinton in accordance with the Presidential Records Act, 44 U.S.C. § 2201 *et seq.*, and other applicable laws, regulations, standards, and policies.

- b. Control of Library space and equipment. Pursuant to the exclusive right granted to NARA in Section 3.a. of this Joint Use Agreement to maintain, operate, and protect the Clinton Library, NARA shall at all times during the Term of this Agreement operate as a federal facility and retain, on behalf of the U.S. Government, exclusive control over and responsibility for the facility, equipment, Presidential records, historical materials, and exhibits of the Library, as well as the official activities, functions, operations, and programs of the Government that are performed or take place within its confines.

8. Use of the Library.

- a. Official business. The primary purpose of the Library is to serve the public during regular visiting hours through the performance of ongoing Government business by NARA, including without limitation the operation of museum and research facilities; the regular presentation of educational programs for school-age children; the performance of films and other audiovisual works, including the Library's orientation film, in the Orientation Theater; and the conduct of Library tours for school and tour groups and other daily museum visitors. The public areas of the Library – i.e., the Lobby, the Museum (but not the Museum Balcony), and the Orientation Theater – may also be used on an occasional basis during regular visiting hours for other official activities sponsored, cosponsored, or conducted by NARA and open to the public, including without limitation conferences, lecture series, symposia, meetings, and official ceremonies. Said occasional use during regular visiting hours may include participation by the Foundation through cosponsorship of or other support for an activity. The Foundation's participation in such activities, whether during regular visiting hours or off hours, does not change the official nature of the activity. Nothing in this Joint Use Agreement shall limit NARA's ability to use the Library, whether by itself or in concert with the Foundation, to conduct official business at times outside of the Library's regular business hours ("off hours"). Nothing in this Section is intended to limit NARA's use of the Library if essential for the conduct of official Government business.
- b. Use of Research Rooms and Nonpublic areas. The Research Rooms and the nonpublic areas of the Library – i.e., all areas other than the Lobby, the Museum, and the Orientation Theater – are not available for use by the Foundation or outside groups, except that access to the Museum Balcony may be specifically authorized by the Library Director. In order not to interfere with the conduct of official business, NARA shall schedule and accompany or conduct all tours of the Research Rooms and nonpublic areas of the Library, coordinating same as necessary with the Foundation. NARA will notify the Foundation of any areas ("Library Secure Areas") within the Library that are, for security or other reasons, off limits to all persons other than the employees, independent contractors, and other agents or invitees of NARA.

c. Use of Public Areas by the Foundation and Outside Groups.

- i. General. Pursuant to Section 3.h.iii. of this Joint Use Agreement, the Parties understand and agree that the public areas of the Library – the Lobby, the Museum (but not the Museum Balcony), and the Orientation Theater – may be used in appropriate circumstances by the Foundation and outside groups for activities other than the conduct of official NARA business. However, except when participating in an official NARA activity, event, or program (Section 8.a.), or when conducting tours of the Library's public areas (Section 8.d.), the Foundation and outside groups shall not use the Lobby, the Museum, or the Orientation Theater during regular visiting hours, absent the prior, specific authorization of the Library Director. The Lobby, the Orientation Theater, and the Museum may be used in accordance with this Section 8 without direct NARA participation during off hours, provided that the areas are not needed for NARA business and the use does not otherwise unduly interfere with Library operations.
- ii. Use of Museum. The Museum shall only be used for its intended purpose: the presentation of exhibits. Guests may visit the Museum in conjunction with activities or events held in the Lobby, the Orientation Theater, or the Foundation Areas. The Museum may not be used by the Foundation or outside groups as the location of an activity or event, absent NARA's direct participation and the prior, specific approval of the Library Director.
- iii. NARA Building Rules. Pursuant to NARA regulations codified at 36 C.F.R. part 1280, subparts A, B, and E, all use of the Library's public areas must be for the benefit of or in connection with the mission and programs of the Library, and must be consistent with the public perception of the Library as an educational, research, and cultural institution. The use of any part of the Clinton Library for personal celebrations (e.g., weddings, bar mitzvahs) is strictly prohibited and NARA personnel, contracts, or other resources may not be used to support such celebrations, even on a reimbursable basis. All use of the Library by the Foundation or outside groups must conform to the specific requirements of part 1280, as well as other procedures established by NARA for the conduct of activities in proximity to NARA holdings and museum artifacts (e.g., alcoholic beverage rules and rules on food and drink near exhibits). Among the rules set forth in part 1280 are prohibitions on the use of Library space for profit making activities, commercial advertising and sales activities, direct fundraising activities by or for outside groups (including nonprofit groups), partisan political activities, and sectarian activities. No outside group may charge admission fees or make indirect assessments at the Library in connection with their use of Library space, and no other kinds of monetary collections are permitted.
- iv. Approving Use of Public Areas. The Director of the Library shall at all times have a right of advance approval regarding the use of the Library public areas

by the Foundation and/or outside groups, including without limitation the right to approve the Foundation's use of the public areas to fundraise for Foundation purposes. As set forth elsewhere in this Section 8 and the Joint Use Agreement, certain uses of the Library by the Foundation must be specifically authorized in advance by the Library Director.

- d. Tours. Both NARA and the Foundation may conduct tours of the Library's public areas during regular visiting hours. NARA shall normally schedule and conduct tours for school groups and in connection with the Library's educational programs. The Foundation shall normally schedule and conduct tours for VIP's and in connection with its ongoing development activities. Other tours will be scheduled and conducted as the Parties may mutually agree. The Parties shall coordinate the scheduling of tours to the greatest extent possible, and the Foundation shall schedule and conduct tours so as not to interfere with Library activities or operations, or the public's use and enjoyment of the Library. As set forth in subsection b. of this Section 8, NARA shall schedule and generally conduct all tours of the Library's Research Room and nonpublic areas.
- e. Scheduling for Uses Other than Tours. NARA shall be responsible for scheduling all use of the Library during regular visiting hours, as well as NARA-only use during off hours. The Foundation shall be responsible for scheduling its use of the Library's public areas during off hours, as well as the authorized use of the public areas by outside groups. The Foundation shall schedule all use of the Foundation Areas. The Parties shall coordinate the scheduling of activities to be conducted in the Library's public areas. Both Parties shall have access to and use of the scheduling software (initially TM Vista).
- f. Fees.
 - i. General. The Parties agree that fees may be charged for group use of the Lobby, the Museum, and the Orientation Theater in the Library, as well as those Foundation Areas designated by the Foundation. The fees may be charged for activities in which NARA and/or the Foundation participate, as well as for other authorized uses of the available areas by outside groups. The Foundation will normally set, collect, and retain all fees for group activities, subject to the following conditions. First, when an activity or event in a Foundation Area will include the opportunity for attendees to visit the Museum and/or Orientation Theater, a part of any fee charged for the activity or event will be set aside by the Foundation and remitted to NARA periodically for deposit in the Trust Fund. Second, a part of any fee charged for the use of the Lobby or Orientation Theater as an event location will be set aside and remitted periodically to the Trust Fund. Third, NARA will set, collect, and retain any fees it charges for activities or events it holds in the Library that do not involve the Foundation's participation or support. Consistent with Paragraph 15 of the April 20 Letter proposing terms for the operation of the Library, the Parties will agree on the formula for determining

what part of the fees collected by the Foundation will be remitted to NARA periodically. The "formula" may be established as a per person charge, and may be revised, if mutually desirable, as part of the annual budget process for the Foundation's ongoing financial support of Library activities and programs (Section 12.c.). NARA possesses the authority, pursuant to 44 U.S.C. § 2112(e), to charge reasonable museum admission fees and fees for the occasional, non-official use of rooms and spaces located in Presidential libraries.

- ii. Reimbursement for Administrative Services Provided. To the extent NARA incurs additional custodial, security, or other contract costs in connection with the use of the Library's public areas or the Clinton Center by the Foundation or outside groups, the Foundation will reimburse the Library for such costs, either separately or as part of the periodic remittance process described in this subsection f. Said reimbursement will be in addition to any fees due NARA under paragraph i. of this subsection f.

9. Daily Admission Fees.

- a. General. There shall be a single, daily admission fee charged to visit the Museum and those areas of the Clinton Center that are open to the public on a daily basis. The daily admission fee will be a combination of the admission fee NARA is authorized to charge pursuant to 44 U.S.C. § 2112(e) and the fee charged by the Foundation for visiting the daily use areas of the Clinton Center (e.g., the Park Improvements). There shall be no admission fee charged to researchers who only use the Research Rooms. NARA and the Foundation agree to establish a schedule of daily admission fees to be charged to persons and groups in different categories (e.g., adults, senior citizens, and children). The fee schedule may include criteria for discounting or waiving admission fees. Changes to the fee schedule must be agreed to by both Parties. When establishing or changing the fee schedule, the Parties shall, for each separate fee charged, agree on the amount, in U.S. dollars, that constitutes the Library admission fee and the amount that constitutes the Center fee charged by the Foundation.
- b. Collection and Division of Daily Admission Fees. NARA shall operate the admissions desk located in the Lobby of the Library Building and shall collect all daily admissions fees. As required by 44 U.S.C. § 2112(g)(1), NARA shall deposit all admission fees it collects in the Trust Fund. Subject to Section 15.g. of this Joint Use Agreement, NARA shall periodically remit to the Foundation its portion of the total admission fees collected. NARA will furnish periodic reports to the Foundation setting forth the number of visitors to the Library, the admission fees collected by schedule category, and the amounts remitted to the Foundation. Other visitor data collected through the admissions process, including without limitation data captured by the visitor services software used by the Library (TM VISTA, initially), shall be available to both NARA and the Foundation, subject to the requirements and limitations of Federal law, including without limitation the

Privacy Act of 1974, as amended, 5 U.S.C. § 552a, and the Paperwork Reduction Act, 44 U.S.C. § 3501 *et seq.* The separate agreement the Parties will negotiate pursuant to Section 19 of this Joint Use Agreement will specify the data elements from the visitor services software that may be shared with the Foundation and the conditions of such access.

- c. **Use of Admission Fees.** NARA shall use the Library admission fees it collects for the benefit of the Clinton Library, as authorized by 44 U.S.C. § 2112(g)(1). The Foundation's share of the fees collected shall belong to the Foundation and shall be used in support of its charitable purposes, including without limitation the maintenance and upkeep of the Park Improvements.
 - d. **Sales Tax.** The Foundation will be responsible for determining whether it is obligated to collect sales tax on the Center admission fees it will charge, and for calculating and paying all such sales taxes. NARA agrees to collect sales tax owed for the Foundation, as part of selling admissions to the Library and the Center, and to maintain records and accounts that will enable the Foundation to calculate the taxes it owes. NARA retains the right to decide whether it will collect sales tax on the NARA portion of the admission fees collected. NARA and the Foundation agree to decide in establishing and revising the admission fee schedule whether to include the sales tax in the price of individual tickets, or in addition to the admission price.
10. **Use of Foundation Areas and the Park Improvements by NARA.** In accordance with Section 3.e. of this Joint Use Agreement, NARA may use the Great Hall, the Lobby Annex, and those other parts of the Foundation Areas and Park Improvements that are designated by the Foundation for such use, for meetings, conferences, programs, and other activities and events. NARA shall coordinate any use of the Foundation Areas with the Foundation and NARA's use of the Foundation Areas shall be subject to the Foundation's conduct of official business and in accordance with such reasonable rules and operating hours as the Foundation may set. NARA will not be charged a fee for using these areas, but will bear the expense of any additional administrative fees (e.g., security, custodial) arising out of such use.
11. **Exhibits and Educational Programming.** The Foundation and NARA acknowledge and agree that they share a strong mutual interest in working cooperatively to design and present exhibits and educational or other programming in and on behalf of the Library that encourage the use of the Library by members of the public to increase their knowledge and understanding of American government, the American national experience, American culture, and the life, times, Presidency, and legacy of William J. Clinton. To this end, the Foundation and NARA will consult as needed on Library exhibits and programming, including educational programming. In accordance with Federal law, the final content and design of all exhibits to be presented in the Library, and the final content of all programming to be presented as a Library program, shall be subject to NARA's approval prior to first presentation.

12. Fundraising and Continuing Financial Support for the Library.

- a. **NARA Responsibilities.** NARA shall use congressional appropriations appropriated for the Clinton Library to operate, maintain, and protect the Library and to maintain, protect, and make available the Presidential records and historical materials of President Clinton. NARA shall hold and administer the income produced by the Library's initial endowment in the National Archives Trust Fund and shall expend such income to defray the cost of facility operations, as required by 44 U.S.C. § 2112(g)(2). NARA shall hold, administer, and expend the income and proceeds from Library admission fees and other monies deposited in the Trust Fund for the benefit of the Clinton Library, including gift funds and use fees received from the Foundation or others, as required by 44 U.S.C. § 2112(g)(1).
- b. **Foundation Responsibilities.** The Foundation acknowledges and agrees that the Library's ability to sustain active exhibit, educational, public, and visitor services programs depends to a significant degree on the availability of adequate gift and trust funds in the Library's Trust Fund accounts. The Foundation further acknowledges and agrees that NARA has agreed not to operate a Museum Store at the Library and to allow the Foundation to use the Library's public areas for and in support of its ongoing development activities, thereby foregoing valuable and continuing sources of Trust Fund revenue. In consideration of NARA's forbearance in these areas, the Foundation agrees to provide, consistent with its charitable purposes, ongoing monetary support to the Library, including without limitation Library exhibits (permanent and changing), educational programs and materials, and public programs. The Foundation further agrees that monies raised in the Library's name or for its benefit will be expended in support of the Library and its programs. NARA understands and agrees that the Foundation may use the Library's name and programs in raising money to complete renovation and construction of the Railroad Bridge and the Clinton Center (e.g., certain of the Park Improvements), or to satisfy loans and other financial obligations undertaken to construct and equip the Library and the Clinton Center. NARA further understands and agrees that the Foundation may, in accordance with its Articles of Incorporation and Bylaws, raise money to support activities and programs other than the Library. Consistent with Section 25 of this Joint Use Agreement, the Foundation shall not state or imply when conducting fundraising for non-Library purposes that the Library or NARA endorses the Foundation's activities or the beneficiaries of such fundraising.
- c. **Use of Monies Raised for Library.** The Parties agree to work cooperatively in deciding how monies raised in the Library's name or for its benefit will be expended in support of the Library. To that end, NARA and the Foundation will develop annual budgets in support of exhibits, educational programming, and other Library activities.

- d. Recognition of Donors. Appropriate recognition, including use of corporate names and logos, may be given to recognize financial supporters of the Library or its programs. All recognition given by the Foundation that refers to the Library directly or indirectly must conform to NARA policies and guidelines, including its logo, gift recognition, and naming policies. Nothing in this Section or subsection is intended to alter or limit the Foundation's right, in accordance with such policies as the Foundation may establish, to recognize donors in The Work Continues Exhibit, the other Foundation Areas, or the area of the Lobby to be devoted to recognizing the contributions of Major Donors to the Foundation.
- e. Naming Rights. Areas within the Library may only be named for persons or groups in accordance with NARA naming policy.

13. Library Equipment.

- a. Operating Equipment. Title to the operating equipment made available under this Joint Use Agreement for NARA's use in maintaining, operating, and protecting the Clinton Library shall remain in the Foundation unless and until title is transferred, in part or in whole, to the United States in accordance with Federal law and regulations. NARA shall use operating equipment only for its intended purposes and shall be responsible, subject to the availability of appropriations, for maintaining, repairing, and replacing it as required by this Joint Use Agreement.
 - b. Program Equipment. The Foundation hereby gives, donates, and conveys to the United States all right, title, and interest it may have in the program equipment made available under this Joint Use Agreement for NARA's use in maintaining, operating, and protecting the Clinton Library. The Foundation may reserve title in specific items of program equipment for use by Foundation employees in performing their duties in Library areas (e.g., information kiosk located in the Lobby; furniture and office equipment located in the volunteer offices). The Foundation will provide NARA with a Schedule describing all program equipment to which title is being transferred under this Section. NARA shall use said equipment only for its intended purposes and shall be responsible, subject to the availability of appropriations, for maintaining, repairing, and replacing that equipment.
 - c. Reservation of Rights. Nothing in this Section or this Joint Use Agreement is intended to impair NARA's ability to accept future gifts of operating or program equipment, or related services, from the Foundation or others.
14. Foundation Equipment. The Foundation shall retain title to and control over all Foundation equipment, including without limitation the security system installed in the Choctaw Station and operated by NARA. The Foundation shall be responsible for maintaining, repairing, and replacing Foundation equipment.

15. Operation and Maintenance of the Library and Foundation Areas.

- a. General. NARA will bear the cost of operating and maintaining the Library on a day-to-day basis, subject to the availability of appropriations. The Foundation will bear the cost of operating and maintaining the Foundation Areas on a day-to-day basis.
- b. Contracts. NARA may enter into contracts as permitted by Federal law to establish, maintain, and operate the Library. Pursuant to Section 3.c. of this Joint Use Agreement, NARA will, when agreeable to both Parties, provide facility management services to the Foundation Areas inside the Library Building and Choctaw Station under NARA contracts on a reimbursable basis. The term "facility management services" includes such things as mechanical and janitorial services, operation and maintenance of building systems (e.g., fire suppression, electrical, HVAC) and related equipment, and routine facility maintenance and upkeep. The Foundation and NARA shall consult on the statements of work for facility management service contracts prior to the commencement of individual procurement actions. The Parties agree that the purpose of this consultation will be to communicate to NARA the Foundation's expectations regarding the general level and quality of services to be provided under the various contracts, as well as the specific level, quality, and cost of services to be provided in the Foundation Areas.
- c. Contracting Independence and Oversight. The Foundation understands and agrees that all contracts negotiated or entered into by NARA must conform to Federal law and regulations, including without limitation the Federal Acquisition Regulation (FAR), codified at Title 48, C.F.R. The Foundation further understands and agrees that any services it receives will be provided by independent contractors of NARA and that NARA will retain sole legal responsibility for the procurement, award, administration, and termination of said contracts.
- d. Reimbursement of Costs. The Foundation shall reimburse NARA for facility management services as follows:
 - i. Library Building – Where contract costs for work performed under a facility management contract can be specifically assigned to or apportioned between the Parties, the Foundation shall reimburse NARA the actual costs it incurs. Where specific costs cannot be assigned or apportioned, or equivalent services are being provided throughout the Library Building (e.g., daily custodial service, system-wide O&M services for building systems), the Foundation shall reimburse NARA in accordance with the following formula: the ratio of the total net usable square feet of the Foundation Areas in the Library Building for which NARA provides facility management services divided by the total net usable square feet of the Library Building. The Parties shall determine the ratio to be applied as of the Term Commencement Date of this

Joint Use Agreement (Section 3.g.), and shall revise the ratio as required by changing conditions (e.g., if the Foundation contracts separately for services in some or all of the Foundation Areas of the Library Building).

Notwithstanding the foregoing, the Foundation shall reimburse NARA 100% of any costs incurred because of any special cleaning or maintenance requirements associated with the Executive Suite Deck, the Verandums, the Lobby Annex Terrace, and the Café Terrace.

- ii. Foundation Areas in Choctaw Station; Clinton School – The Foundation shall reimburse NARA 100% of the facility management contract costs assigned to the Choctaw Station. NARA understands and agrees that the Foundation may recover some of these costs from the University of Arkansas.
- e. Café and Café support areas – NARA will provide normal cleaning of the Café's seating and server areas. All cleaning of the Café support areas and maintenance of the equipment located in such areas and the server shall be the sole responsibility of the Foundation or its concessionaire.
- f. Library Staff Parking Lot, Park Improvements. The Foundation shall be solely responsible for cleaning and maintaining the Library Staff Parking Lot and the Park Improvements, including the award, administration, and cost of any contracts for those purposes.
- g. Timing of Payments. The Foundation shall reimburse NARA for the contract costs assigned to it under this Section on a schedule that enables NARA to expend the monies reimbursed in the fiscal year in which they were appropriated by Congress. To accomplish this purpose, the Foundation may make advance or estimated payments to NARA. NARA may also use some or all of the Foundation's portion of the daily admission fees (Section 9), which NARA will collect, to offset monies owed to NARA as reimbursement for contract services.

16. Security for the Center.

- a. Security Guards. NARA shall be responsible for providing trained security personnel for the Library Building, the Choctaw Station, and the outdoor areas of the Clinton Center, except for those portions of the Park Improvements for which the City will provide security pursuant to the City Lease. NARA shall bear the entire cost of providing security guards to the Library Building, including the Foundation Areas located therein, and the outdoor areas of the Clinton Center. The Foundation shall reimburse NARA for 100% of the cost of establishing, manning, and supervising any guard posts located at the Choctaw Station. The Foundation and NARA shall consult on the statements of work for the guard posts in the Choctaw Station prior to the commencement of individual procurement actions. The Parties agree that the purpose of this consultation will be to communicate to NARA the Foundation's expectations regarding the level, quality, and cost of services to be provided by the guards contractor at the

- Choctaw Station. The Foundation understands and agrees that any security services it receives will be provided by independent contractors of NARA and that NARA will retain sole legal responsibility for the procurement, award, administration, and termination of Clinton Center security contracts.
- b. Security Systems in Library Building and Choctaw Station. As part of its responsibility to equip the Library with certain operating equipment, the Foundation has installed a security system in the Library Building that fully complies with NARA's architectural and design standards for Presidential libraries. The Foundation has also installed a security system in the Choctaw Station that is compatible with the Library's system and can be monitored from the central guard office in the Library Building. NARA shall be responsible, subject to the availability of appropriations, for 100% of the cost of maintaining, repairing, and replacing the security system in the Library Building, while the Foundation shall be responsible for 100% of the cost of maintaining, repairing, and replacing the security system in the Choctaw Station. The Foundation may obtain security system maintenance and repair services from NARA for the Choctaw Station security system on a 100% reimbursable basis.
 - c. Coordination with City. NARA shall be responsible for coordinating security with the City with respect to the Park Improvements and Premises, as well as police and fire response to alarms and incidents that may occur in the Library Building and Choctaw Station. NARA shall also be responsible for coordinating security with the City, the Secret Service, and other state, local, and federal law enforcement agencies and jurisdictions in connection with special security and national security concerns (e.g., elevated threat levels, visits by President Clinton and other dignitaries) that may arise with respect to the Clinton Center and the Clinton Library.
 - d. Status of Foundation Employees, Volunteers, Contractors, Invitees. NARA and the Foundation will mutually agree on security rules that will apply to Foundation employees, volunteers, contractors, and invitees who have access to any part of the Library, including without limitation access to any part of the Library Secure Areas. NARA and the Foundation may set special rules for Café and catering employees who will have access to any part of the Library. The Foundation agrees to take all necessary steps to ensure that its employees, volunteers, contractors, and invitees comply with the NARA security rules that are established, including all rules relating to the use and display of identification and proximity badges. Upon request, the Foundation will provide an accurate listing of all of its employees, volunteers, and contractors, their duty stations, and their duties. The Foundation shall be solely responsible for complying with any Federal, state, or local laws or regulations regarding background and security checks for its employees, volunteers, and contractors (e.g., rules for persons who have contact with children as part of their duties), except that NARA will be responsible for background and security checks for any volunteers who regularly work in the Museum or other parts of the Library other than the Foundation's

Lobby kiosk. The Foundation shall be solely responsible for complying with any Federal, state, or local laws or regulations governing the bonding or insuring of its employees, volunteers, and contractors.

17. Utilities.

- a. General. NARA shall bear the cost of providing utilities and similar services to the Library. The Foundation shall bear the cost of providing utilities and similar services supplied to the Foundation Areas. Pursuant to Section 3.c. of this Joint Use Agreement, NARA will, when agreeable to both Parties, award and administer the utility contracts for the Library Building, including the Café and Café support areas, and the Foundation will reimburse NARA for its share of utility costs in accordance with the provisions of Section 15.d. of this Joint Use Agreement.
- b. Choctaw Station, Park Improvements. The Foundation shall enter into, administer, and pay the entire cost of utility contracts for the Choctaw Station and the Park Improvements, which are separately metered.

18. Repair of the Library and the Foundation Areas.

- a. General. Subject to the availability of appropriations, NARA will bear the cost of future capital expenditures for the repair, renovation, or maintenance of the Library Building, including its exterior walls and surfaces and the Museum Balcony, but excepting the Executive Suite Deck, the two Verandums running along the west side of the Library Building on the Great Hall and Museum Levels, the Lobby Annex Terrace, and the Café Terrace. The Foundation will bear the cost of future capital expenditures for the repair, renovation, or maintenance of the Foundation Areas, including without limitation the Areas inside the Library Building, the Executive Suite Deck, the Verandums, the Lobby Annex Terrace, the Café Terrace, the Choctaw Station (including the security system for that building), the Library Staff Parking Lot, and the Park Improvements. Pursuant to Sections 3.c. and 15.b. of this Joint Use Agreement, NARA will, when agreeable to both Parties, provide routine repair and preventative maintenance services in the Foundation Areas inside the Library Building and the Choctaw Station under NARA contracts on a reimbursable basis. Reimbursement shall be made in accordance with the provisions of Section 15.d. of this Joint Use Agreement.
- b. Architectural and Design Standards. All repairs, renovations, and maintenance of the Library Building, whether performed by NARA or the Foundation and whether involving the Library or the Foundation Areas, will conform to the architectural and design standards promulgated by NARA for Presidential libraries and in effect as of the commencement of the work being done.
- c. State and Local Laws and Codes. When performing maintenance or making repairs or improvements to the Library, NARA shall give consideration to

applicable state and local laws and regulations, including without limitation building and safety codes, as required by 40 U.S.C. § 3312. However, in accordance with the Constitution and Federal law, NARA shall be under no obligation to conform its actions to state and local laws and regulations, when such authorities impose a burden on NARA's lawful activities, or otherwise conflict with Federal laws, regulations, standards, or policies.

- d. Notice of Repairs, Renovations, and Maintenance. In performing repairs, renovations, and maintenance under this Joint Use Agreement, the Parties will notify each other in advance of work to be done by contractors: (i) that could affect the operation or performance of Library or Foundation equipment, systems, and utilities, including without limitation the fire suppression, security, mechanical, and electrical systems in the Library Building and the Choctaw Station; (ii) that pose a threat to Center or Library occupants or visitors; or (iii) that could impair the Parties' use and enjoyment of the Center and the Library. The Foundation agrees to reimburse NARA 100% of the cost for work affecting Foundation utilities and equipment that are maintained from areas located in the Library, including without limitation the Pump Room.
19. Information Technology Services and Support. NARA will bear the entire cost, subject to the availability of appropriations, for the repair, renovation, maintenance, support, and upgrading of the Library's telephone, data communication and information technology systems. The Foundation will bear the entire cost for the repair, renovation, maintenance, support, and upgrading of the Foundation's telephone, data communication and information technology systems, including any such systems located in or serving the Foundation Areas in the Library Building, provided that NARA and the Foundation may separately agree in writing on a limited number of PC's and printers serving Foundation Areas that will be connected to NARA's NARANET system, the level of IT support NARA will provide to said equipment, and the cost to the Foundation of providing such support. NARA and the Foundation will also enter into one or more separate agreements documenting ownership of and responsibility for those systems that are jointly purchased and/or used by the Parties (e.g., the TM VISTA software to be used in the admissions, ticketing, and reservations/scheduling functions).
 20. Library and Foundation Web Sites. NARA and the Foundation operate separate web sites. The Parties shall work together to develop website content regarding, among other things, the Library and its holdings, activities, policies, programs, and legal relationship with the Foundation. All website content that refers either directly or indirectly to a Party must be approved by that Party prior to posting on the other Party's web site. Any future decision by the Parties to operate a single NARA-Foundation web site shall be the subject of a separate written agreement between the Library and the Foundation.

21. Museum Store.

- a. General. NARA and the Foundation agree that the Foundation may operate the Museum Store. The Foundation intends to operate the Store in the River Market Building, but reserves the right to operate the Store or a satellite location of the Store in the Foundation Areas of the Library Building. The Foundation agrees to sell on NARA's behalf a limited amount of NARA and Trust Fund publications and special, NARA-wide products, subject to generally accepted business standards for salability, and to remit the net proceeds from such sales to the Trust Fund.
- b. Consultation with NARA. Although operated by the Foundation, the Museum Store will be associated with NARA in the public's perception and the Foundation acknowledges NARA's continuing interest in the appropriate operation of the Museum Store. In addition to any other responsibilities it may have under this Joint Use Agreement to provide information to NARA, the Foundation agrees to consult regularly with NARA on Store operations such as appropriateness of merchandise, marketing, and promotion.
- c. On-Line and Catalog Sales. The scope of the Museum Store's operations may include, in the Foundation's discretion, on-line and/or catalog sales operations. NARA reserves the right to engage in system-wide on-line and/or catalog sales operations of its own through the Trust Fund on behalf of NARA and/or the Presidential Library System. The Foundation, NARA, and the National Archives Trust Fund Board may enter into separate contracts or agreements addressing on-line and catalog sales of Clinton Library or Presidential Library system merchandise.
- d. Revenues. NARA and the Foundation agree that all Museum Store revenues will be the property of the Foundation and will be deposited into the Foundation's accounts. The Foundation acknowledges the impact that its operation of the Museum Store will have on the Library's ability to generate Trust Fund revenues necessary to support its Trust Fund employees and ongoing public programs. Therefore, a percentage of the Museum Store's annual revenues will be expended in direct support of the Library, either through periodic transfer to the Trust Fund or through the establishment of one or more dedicated funds within Foundation accounts. Consistent with the requirements of Paragraph 19 of the April 20 Letter proposing terms for the operation of the Library, and Section 12.c. of this Joint Use Agreement, the Parties will determine the amount of support to be provided from Museum Store revenues for the Foundation's ongoing financial support of Library activities and programs as part of the annual budget process.
- e. Use of NARA IT systems. No Museum Store operations, including without limitation any on-line or catalog operations, shall be conducted using NARA voice or data communications systems such as the NARANET system, NARA-

supported fax or phone lines, or NARA-supported Internet connectivity, without NARA's prior written approval.

- f. Operation of Museum Store by Concessionaire. The Foundation may, in its sole discretion, contract out the operation of the Museum Store, subject to the terms and conditions of this Joint Use Agreement, including without limitation this Section. In the event that the Foundation decides to cease Museum Store operations altogether, NARA shall have a right of first refusal with respect to assuming the Store function. The Foundation agrees that, if NARA exercises its right to assume the Store function, the museum store space in the Library Building will be made available to NARA for that purpose on terms and conditions that are mutually agreeable to the Parties.

22. Café.

- a. General. NARA and the Foundation agree that the Foundation may operate a retail food and catering operation (hereinafter the "Cafe") in the Foundation Areas of the Library Building. The Foundation shall be responsible for all costs associated with Café operations.
- b. Revenues. NARA and the Foundation agree that NARA has no interest in Cafe revenues. Any Café revenues received by the Foundation shall be the property of the Foundation and may be used solely as the Foundation's Board of Directors may determine.
- c. Hours of Operation. The Parties will negotiate the hours during which the Café will be open. The Foundation understands and agrees that Library security rules require at least one guard to be on duty and controlling access to the Library Building whenever the Library and Foundation Areas, including the Café, are being used. The Foundation further agrees to pay the extra security costs incurred by NARA as a result of Café hours that differ from the Library's public visiting hours. The Foundation agrees to suspend Cafe operations when requested by NARA for security, emergency, or law enforcement purposes.
- d. Equipment. The Foundation or its concessionaire will be solely responsible for the cost of equipping the Cafe. All cash registers, point of sale, inventory control, or other electronic systems used in Cafe operations will operate as stand-alone equipment, or as part of a local area network maintained solely by the Foundation at its expense and without connection to or interoperability with NARA's voice and data communications systems.
- e. Operation of Café by Concessionaire. The Foundation may, in its sole discretion, contract out the operation of the Cafe, subject to the terms and conditions of this Joint Use Agreement, including without limitation this Section. In the event that the Foundation decides to cease Cafe operations altogether, NARA shall have a right of first refusal with respect to assuming the function.

- f. The Foundation will operate the Café in accordance with all applicable Federal and State laws governing the operation of a food service facility, including without limitation all health, sanitation, and liquor laws, and will obtain and keep current all required licenses, permits, registrations, and insurance policies.
23. **Parking.** The Foundation shall be responsible for maintaining and repairing the Library Staff Parking Lot. Pursuant to Section 5.4.(a) of the City Lease, the Foundation shall designate a reasonable number of parking spaces in the public Parking Areas for the sole use on a daily basis of Library and Center visitors. Each Party shall be responsible for obtaining additional parking and related security, including off-site parking, for special activities and events that it may hold at the Library or the Clinton Center. The Parties shall coordinate additional parking requirements for joint events, as well as related security requirements.
24. **Ownership, Use, and Public Domain Status of Records and Historical Materials.**
- a. **NARA and U.S. Government Records and Historical Materials.** Nothing in this Joint Use Agreement is intended to alter or impair any rights of control, custody, ownership, or use that NARA or the U.S. Government may have in any Presidential records, Federal records, historical materials (as that term is defined in 44 U.S.C. § 2101(2)), or other Library or NARA holdings that may be used in conducting Library or Foundation activities or programs. The Parties understand and agree that NARA and the Library will not be transferring control, custody, or ownership over any of their holdings to the Foundation or any other third party. The Parties further understand and agree that any use of records, historical materials, and other NARA or Library holdings by the Foundation or third party – for example, as part of a loan or exhibit – will be made in strict accordance with Federal law and NARA procedures. Nothing in this Joint Use Agreement is intended to alter or impair the status of any Presidential or Federal records, historical materials, or other NARA or Library holdings that are in the public domain, or that may enter the public domain in the future.
 - b. **Clinton Family and Foundation Historical Materials and Property.** Nothing in this Joint Use Agreement is intended to alter or impair any rights of control, custody, ownership, or use that President Clinton, members of his family, the Clinton Foundation, or any other third party may have in any books, papers or other historical materials, or other personal property that may be used in conducting Library or Foundation activities or programs. The Parties understand and agree that any use of Clinton Family, Foundation, or third-party historical materials or property by NARA – for example, as part of a loan or exhibit – will be made in strict accordance with such lawful conditions as may be imposed by the Clinton Family, the Foundation, or the third party. Nothing in this Joint Use Agreement is intended to alter or impair the status of any Clinton Family, Foundation, or third-party historical materials or personal property that are protected by intellectual property law, including without limitation copyright law. The Parties further

understand and agree that President Clinton, his family, the Foundation, and other third parties will not be obligated to transfer control, custody, or ownership over any of their historical materials or property to NARA or the U. S. Government.

25. Use of Seals, Logos, Trade and Service Marks; Marketing and Promotional Materials; Endorsements.

- a. NARA and the Foundation agree that each may use the other's name, seal, logos, symbols, and trademarks or service marks, on a non-exclusive basis, in fundraising, marketing, and promotional efforts entered into on the Library's behalf, provided that the content of all fund raising, marketing, and promotional materials referring either directly or indirectly to the Library or the Foundation, or containing or using a Party's seal, logos, symbols, and trademarks or service marks, must be approved by that Party prior to publication, transmission, issuance, or other use. Said approval will not be unreasonably withheld.
- b. Absent a separate and express authorization, the Library's name, seal, logos, symbols, trademarks or service marks will not be used by the Foundation in any way that implies or states that the Library, NARA, or any part thereof, or any Library or NARA official or employee, endorses the policies, activities, products, or services of any third party. NARA agrees that, absent a separate and express authorization, it will not use the Foundation's name, seal, logos, symbols, trademarks or service marks in any way that implies or states that the Foundation, its officers, or employees endorses the policies, activities, products, or services of any third party.

26. Liability.

- a. Assumption of risk and release by NARA. To the extent permitted by Federal law, including the Federal Tort Claims Act, NARA assumes, for the matters covered by this Joint Use Agreement, all risk of claims, losses, damages or injury suffered by persons or property that may be caused by the acts or omissions of NARA or its agents, servants, employees, independent contractors, volunteers, or invitees ("NARA Parties"), excluding claims, losses, damages or injury caused by the Foundation or its officers, directors, agents, servants, employees, independent contractors, volunteers, or invitees ("Foundation Parties"). The Foundation and the Foundation Parties shall not be liable for and are hereby released from any responsibility for any claims, losses, damages or injury caused by the act or omission of NARA, the NARA Parties, or any persons claiming through or under NARA.
- b. Assumption of risk and release by Foundation. The Foundation likewise assumes, for the matters covered by this Joint Use Agreement, all risk of claims, losses, damages or injury suffered by persons or property that may be caused by the acts or omissions of the Foundation or the Foundation Parties, excluding claims, losses, damages or injury caused by NARA or the NARA Parties. NARA and the

NARA Parties shall not be liable for and are hereby released from any responsibility for any claims, losses, damages or injury caused by the act or omission of the Foundation, the Foundation Parties, or any persons claiming through or under the Foundation.

- c. If either or both NARA and the Foundation are named as a defendant in any suit brought against either Party in connection with the matters covered by this Joint Use Agreement, each Party will bear its own costs and expenses incurred in and associated with such suit. The Foundation acknowledges that, in accordance with Federal law, the Library is a self-insurer.
27. Non-Discrimination. All activities undertaken pursuant to this Joint Use Agreement will be in compliance with all Federal and, in the case of the Foundation, Arkansas laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or sex in the provision of activities, facilities, and programs to the public.
28. Public Laws. Nothing contained in this Joint Use Agreement will be deemed to be inconsistent with or contrary to the purpose or intent of any Act of Congress or the laws of the State of Arkansas establishing, affecting, or relating to this Joint Use Agreement.
29. Commitment of Funds. Nothing contained in this Joint Use Agreement will be construed as binding NARA to obligate or expend funds in advance of or in excess of available appropriations, or otherwise in a manner inconsistent with Federal law. Nothing contained in this Joint Use Agreement will be construed as binding the Foundation to obligate or expend funds in advance of or in excess of available monies, or otherwise in a manner inconsistent with its charitable purposes. Neither Party may obligate or disburse the other's funds.
30. Assignment of Interests. Neither Party may assign its rights nor delegate its duties under this Joint Use Agreement without the prior written consent of the other Party.
31. Force Majeure. Neither Party to this Joint Use Agreement will have any liability to the other Party for any delay or failure to perform, in whole or in part, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, fires, floods, earthquakes, strikes, terrorist acts or credible threat of same, lock-outs, labor disputes, failures in public supply of utilities or any other causes beyond the control of the Parties, whether similar or dissimilar to the foregoing.
32. Exhibits to this Joint Use Agreement. All exhibits attached hereto are incorporated as though fully set forth in the body of this Joint Use Agreement. The Parties agree to ensure that accurate renditions of the Exhibits are prepared and included with this Joint Use Agreement.

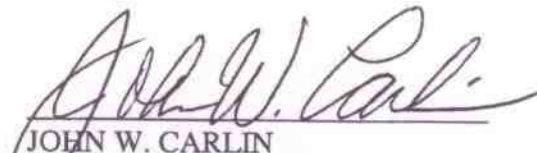
33. Entirety. This Joint Use Agreement, along with the City Lease, constitutes the entire understanding of the Parties with respect to the matters addressed herein. This Agreement supersedes and replaces any prior or contemporaneous documents, correspondence, conversations, agreements, and other written or oral understandings. The Joint Use Agreement may be amended, modified, or waived only by written agreement, signed by the authorized representatives of the Parties.
34. Governing Law and Certifications. Each of the individuals signing this Joint Use Agreement certifies that he has legal authority to enter into this Joint Use Agreement on behalf of his Party. This Joint Use Agreement will be governed by and in accordance with the laws of the United States (without regard to conflicts of laws) and, in the absence of such law, in accordance with the laws of the State of Arkansas.
35. Date of Execution. This Joint Use Agreement will be considered executed on the date that the last Party executes it.

To signify their agreement to the foregoing, the authorized representatives of the Parties hereunto affix their signatures.



JAMES L. RUTHERFORD
President
For: The William J. Clinton
Presidential Foundation

Date: 11/17/04



JOHN W. CARLIN
Archivist of the United States
For: The National Archives and
Records Administration

Date: 11-18-04

EXHIBIT A

WILLIAM J. CLINTON PRESIDENTIAL LIBRARY JOINT USE, OPERATING, AND TRANSFER AGREEMENT

DESCRIPTION OF THE PREMISES

The real property constituting the Premises consists of that certain land located in the City of Little Rock, Pulaski County, Arkansas, more fully described as follows:

A part of Russell's Addition, Rectortown Addition, Wiggin's & Yonley Addition, Missouri Pacific Railroad Right of Way, and the Northeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 12 West all in the City of Little Rock, County of Pulaski, State of Arkansas and being more particularly described as follows:

Beginning Southeast corner of Block 2 of the Rectortown Addition to the City of Little Rock; thence along the North line of East Third Street North 87 degrees 56 minutes 31 seconds West, a distance of 301.52 feet to the East line of Collins Street; thence along said East line North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 07 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 363.64 feet to the North line of East Markham Street; thence along said North line North 87 degrees 49 minutes 00 seconds West, a distance of 124.95 feet; thence North 48 degrees 21 minutes 08 seconds West, a distance of 99.22 feet; thence North 60 degrees 42 minutes 05 seconds West, a distance of 85.48 feet; thence North 70 degrees 31 minutes 51 seconds West, a distance of 125.04 feet; thence North 08 degrees 32 minutes 07 seconds East, a distance of 134.80 feet to U.S. Corps of Engineers Perpetual Easement line Elevation 234.0; thence along said Elevation 234.0 the following courses and distances South 72 degrees 03 minutes 50 seconds East, a distance of 96.21 feet; thence South 83 degrees 19 minutes 30 seconds East, a distance of 40.42 feet; thence South 76 degrees 28 minutes 29 seconds East, a distance of 44.06 feet; thence South 78 degrees 46 minutes 46 seconds East, a distance of 47.99 feet; thence South 74 degrees 27 minutes 40 seconds East, a distance of 122.48 feet; thence South 80 degrees 31 minutes 55 seconds East, a distance of 158.36 feet; thence South 76 degrees 38 minutes 59 seconds East, a distance of 309.79 feet; thence South 85 degrees 32 minutes 49 seconds East, a distance of 52.16 feet; thence South 79 degrees 20 minutes 51 seconds East, a distance of 276.08 feet; thence South 70 degrees 17 minutes 14 seconds East, a distance of 48.87 feet; thence South 85 degrees 42 minutes 45 seconds East, a distance of 36.74 feet; thence South 77 degrees 46 minutes 07 seconds East, a distance of 177.97 feet; thence North 79 degrees 25 minutes 39 seconds East, a distance of 31.45 feet; thence South 84 degrees 24 minutes 08 seconds East, a distance of 55.70 feet; thence South 77 degrees 13 minutes 54 seconds East, a distance of 83.43 feet; thence South 81 degrees 32 minutes 50 seconds East, a distance of 69.07 feet; thence South 75 degrees 36 minutes 43 seconds East, a distance of 81.19 feet; thence South 77 degrees 40 minutes 43 seconds East, a distance of 126.93 feet; thence South 69 degrees 45 minutes 03 seconds East, a distance of 69.47 feet; thence South 81 degrees 28 minutes 12 seconds East, a distance of 149.30 feet; thence South 77 degrees 24 minutes 33 seconds East, a distance of 94.75 feet; thence South 71 degrees 27 minutes 50 seconds East, a distance of 51.03 feet to the East line of the West 20 feet of Block 19 Russell's Addition to the City of Little Rock; thence along said East line South 01 degree 58 minutes 24 seconds West, a distance of 263.73 feet to the North line of East Second Street; thence South 01 degree 30 minutes 57 seconds West, a distance of 256.98 feet; thence South 00 degrees 56 minutes 59 seconds East, a distance of 80.02 feet; thence South 01 degree 48 minutes 12 seconds East, a distance of 20.05 feet; thence South 02 degrees 22 minutes 24 seconds East, a distance of 20.04 feet; thence North 87 degrees 40 minutes 29 seconds West, a distance of 146.96 feet to the Northeasterly line of the Missouri

EXHIBIT A – DESCRIPTION OF THE PREMISES

Pacific Railroad; thence along said line North 45 degrees 56 minutes 52 seconds West, a distance of 178.91 feet; thence North 87 degrees 50 minutes 20 seconds West, a distance of 69.27 feet; thence North 46 degrees 52 minutes 34 seconds West, a distance of 279.32 feet; thence North 01 degree 58 minutes 04 seconds East, a distance of 13.64 feet to the South line of East Second Street; thence along said South line North 87 degrees 38 minutes 42 seconds West, a distance of 223.53 feet to the West line of Industrial Drive; thence along said West line South 01 degree 26 minutes 07 seconds West, a distance of 314.61 feet; thence South 38 degrees 30 minutes 21 seconds West, a distance of 42.86 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 918.58 feet, a central angle of 17 degrees 10 minutes 58 seconds, and a chord of 274.45 feet bearing South 28 degrees 27 minutes 04 seconds West; thence Southwesterly along said curve, a distance of 275.48 feet; thence North 88 degrees 46 minutes 16 seconds West, a distance of 61.06 feet; thence North 00 degrees 58 minutes 22 seconds East, a distance of 232.50 feet; thence North 01 degree 08 minutes 10 seconds East, a distance of 58.81 feet; thence North 88 degrees 15 minutes 09 seconds West, a distance of 81.70 feet; thence North 86 degrees 30 minutes 52 seconds West, a distance of 60.04 feet; thence North 88 degrees 00 minutes 03 seconds West, a distance of 358.82 feet to the POINT OF BEGINNING; said described tract containing 31.806 acres (1,385,471 square feet), more or less.

Less and Except

President Clinton Avenue, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Block 5 of Russell's Addition to the City of Little Rock thence along the East line of Collins Street North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet for a POINT OF BEGINNING; thence North 00 degrees 41 minutes 38 seconds East, a distance of 52.69 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 617.93 feet; thence South 09 degrees 59 minutes 40 seconds West, a distance of 52.00 feet; thence North 80 degrees 00 minutes 20 seconds West, a distance of 609.42 feet to the POINT OF BEGINNING; said described tract containing 0.733 acre (31,911 square feet), more or less.

And Less and Except:

Street (to be named) extending south from the Circular Drive, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

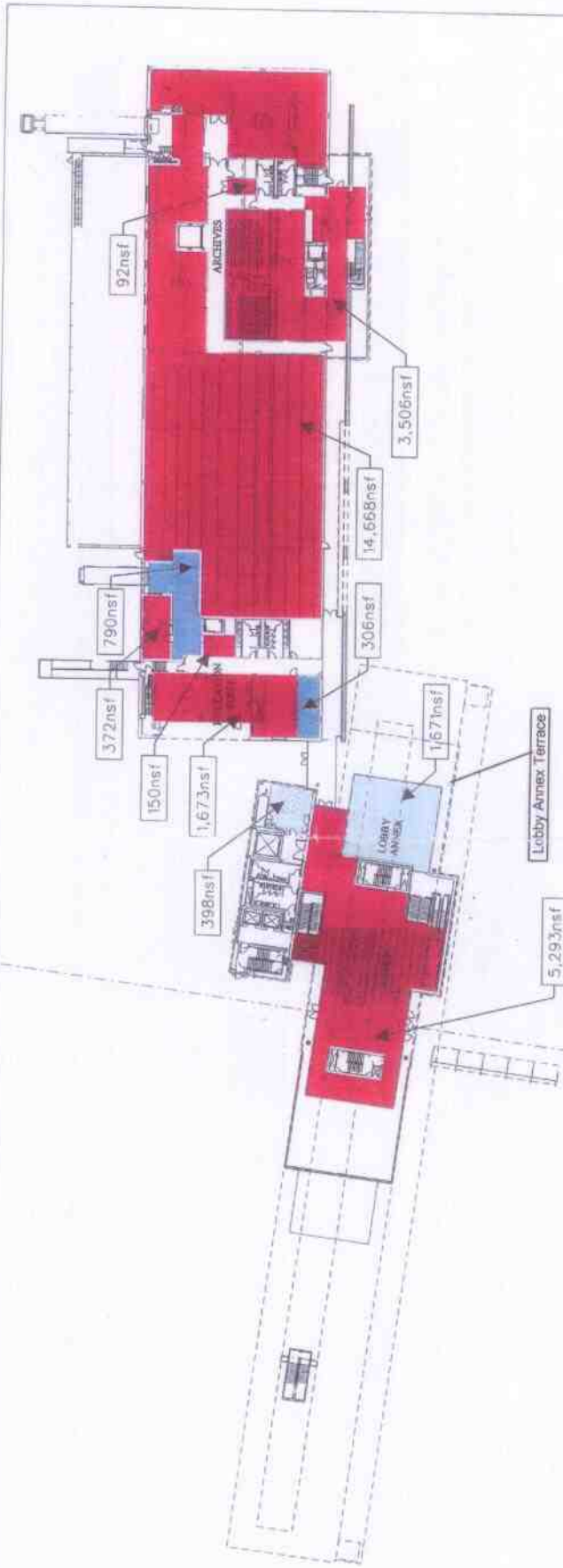
Commencing at the Southwest corner of Block 2 of the Rectortown Addition, thence along the North line of East Third Street North 88 degrees 00 minutes 03 seconds West, a distance of 8.95 feet for a POINT OF BEGINNING; thence North 88 degrees 00 minutes 03 seconds West, a distance of 50.00 feet; thence North 02 degrees 14 minutes 40 seconds East, a distance of 564.19 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 50.46 feet; thence South 02 degrees 14 minutes 40 seconds West, a distance of 557.17 feet to the POINT OF BEGINNING; said described tract containing 0.644 acre (28,034 square feet), more or less.

EXHIBIT A – DESCRIPTION OF THE PREMISES

And Less and Except:

Collins Street, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Beginning at Southwest corner of Block 1 of the Rectortown Addition; thence along the East line of Collins Street North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 10 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet; thence South 80 degrees 00 minutes 19 seconds East, a distance of 22.17 feet; thence South 02 degrees 14 minutes 19 seconds West, a distance of 605.42 feet; thence North 87 degrees 56 minutes 30 seconds West, a distance of 5.95 feet to the POINT OF BEGINNING; said described tract containing 0.202 acre (8,808 square feet), more or less.



FOUNDATION PROGRAM SPACES
(different colors to distinguish adjacent areas)



NARA NET PROGRAM SPACES



SCALE: 1/32"

Sheet Title

GROUND LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

POLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003

Scale 1:50

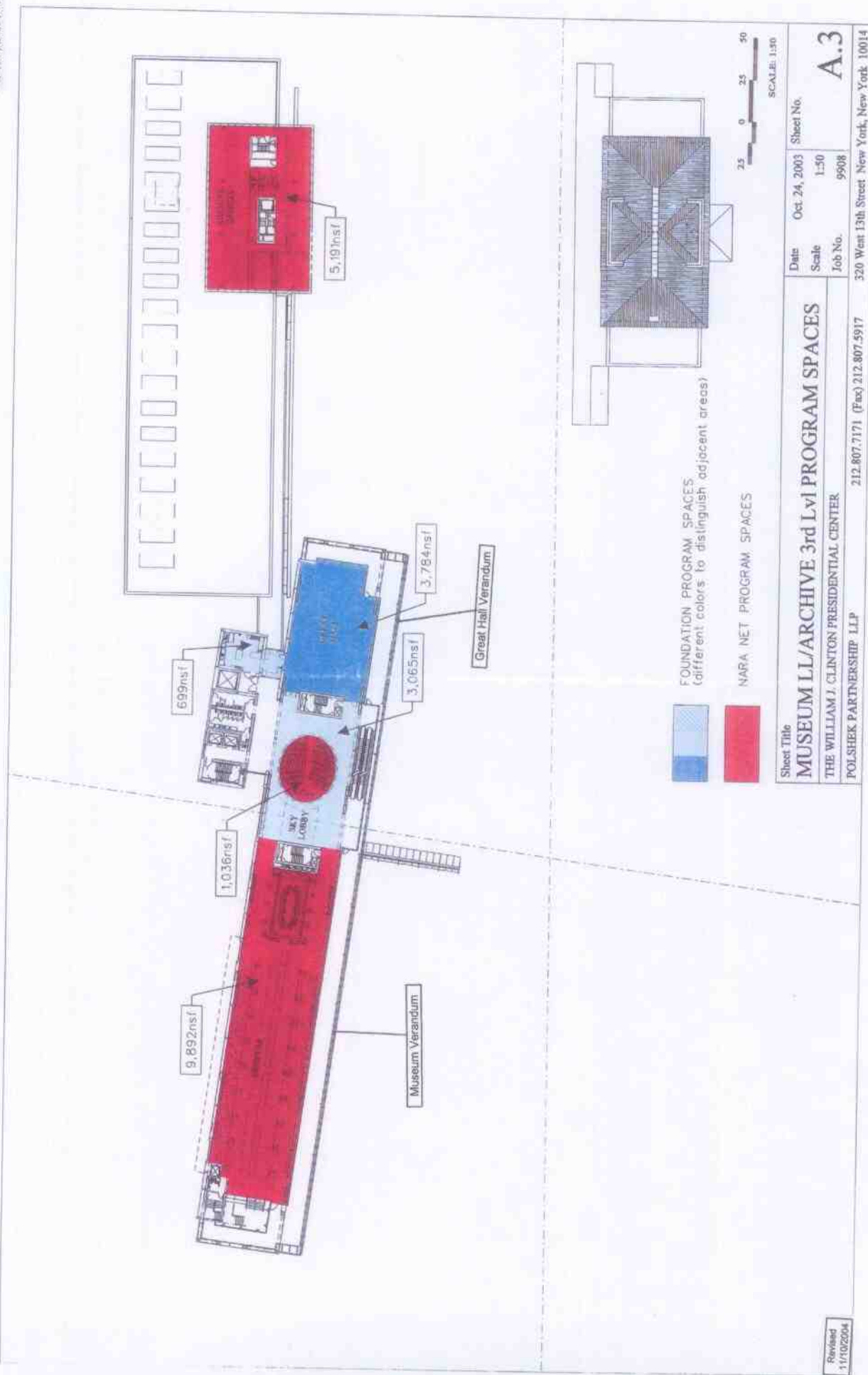
Job No. 9908

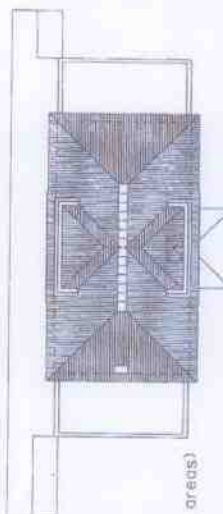
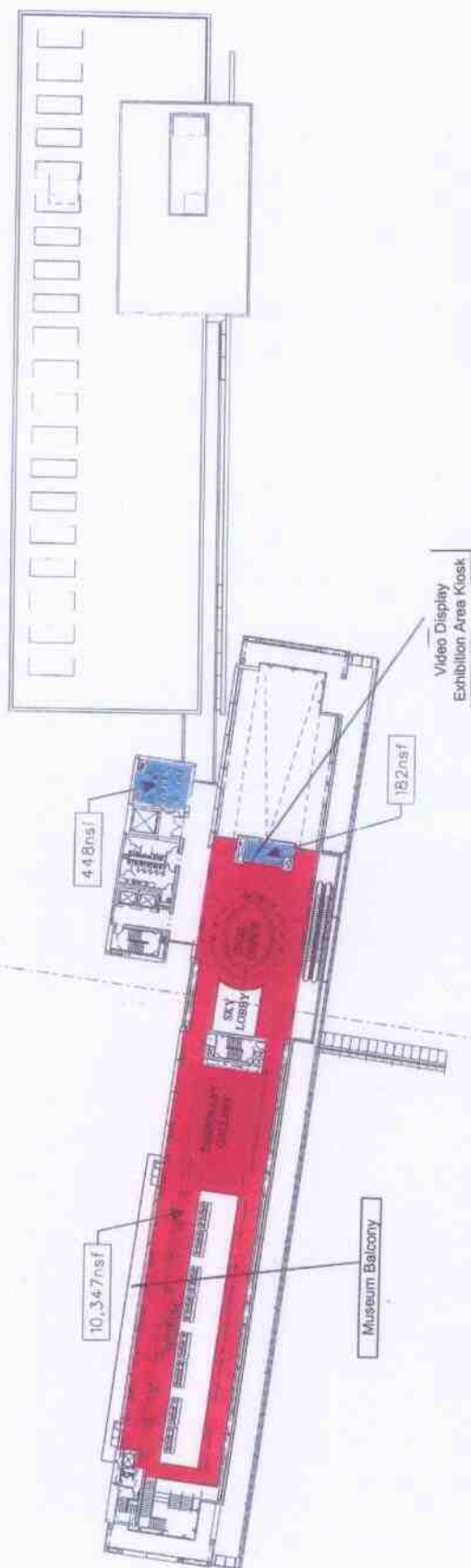
212.807.7171 (Fax) 212.807.5917

320 West 13th Street New York, New York 10014

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Revised
11/10/2004





FOUNDATION PROGRAM SPACES
(different colors to distinguish adjacent areas)

NARA NET PROGRAM SPACES



Sheet Title

MUSEUM UPPER LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

FOLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003 Sheet No.

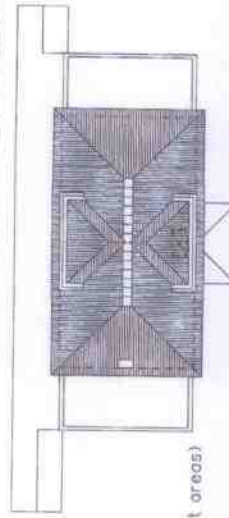
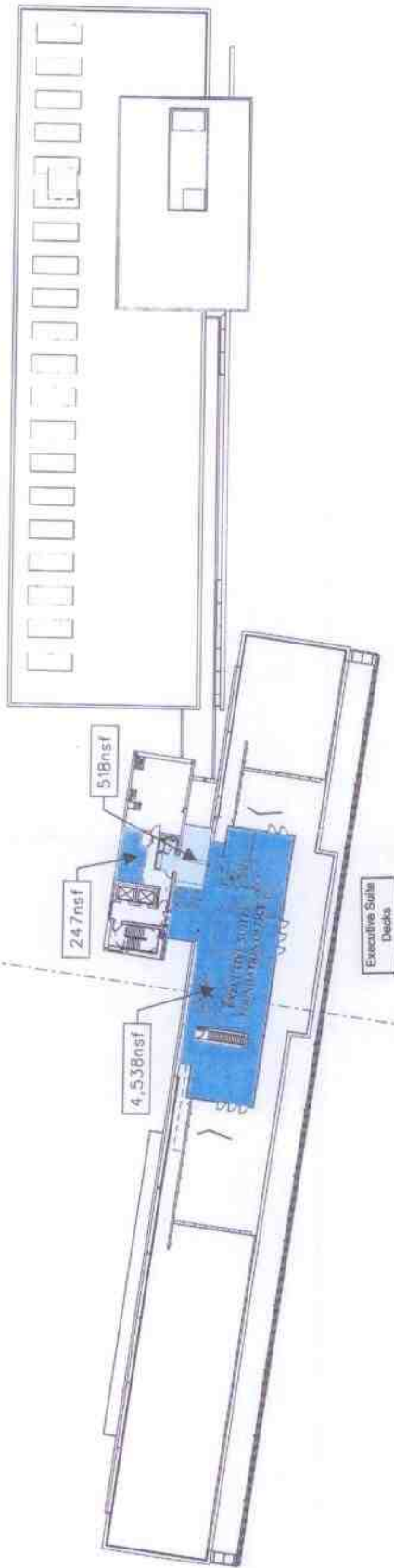
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Job No. 9908

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320 West 13th Street New York, New York 10014

Revised
11/10/2004



FOUNDATION PROGRAM SPACES
(different colors to distinguish adjacent areas)



NARA NET PROGRAM SPACES



Sheet Title

EXECUTIVE LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

POLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003 Sheet No.

Scale 1:50

Job No. 9908

212.807.7171 (Fax) 212.807.5917

320 West 13th Street New York, New York 10014

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11/15/04

EXHIBIT C

WILLIAM J. CLINTON PRESIDENTIAL LIBRARY JOINT USE, OPERATING, AND TRANSFER AGREEMENT

PERMITTED EXCEPTIONS – SECTION 3.h.i of JOINT USE AGREEMENT

1. Easements for sanitary sewer, being more particularly described as follows:

(a) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1002, Page 549, being more particularly described as follows:

A strip of land 50 feet in width, being 25 feet on either side of the following described line, upon lands located in the West 20 feet of Block 19, all of Block 17, Shall Street (leased from the City of Little Rock), and the East half of Block 14, all in Russell's Addition to the City of Little Rock, Arkansas, said center line being more particularly described as follows: BEGINNING at a point on the East line of the West 20 feet of said Block 19, which is 245.0 feet North of the Southeast corner thereof; thence in a Westerly direction for 505.3 feet; thence by a deflection angle of 2 degrees 12 feet to the left for 56.92 feet to the POINT OF ENDING, said point of ending being 325.3 feet North of the North right of way of East Second Street, containing 0.645 acres (28,111 square feet), more or less.

(b) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1006, Page 449, being more particularly described as follows:

A strip of land 50 feet in width, located in the West half of Block 14, Russell's Addition to the City of Little Rock, Arkansas, said centerline being more particularly described as follows: BEGINNING at a point on the East line of the West half of Block 14, which point is 329 feet North of the Southeast corner thereof; thence in a Westerly direction for 142.8 feet to a point on the West line of said Block 14, said point being the POINT OF ENDING of said centerline and being located 354 feet North of the Southwest corner thereof; containing 0.164 acres (7,140 square feet), more or less.

(c) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1035, Page 393, being more particularly described as follows:

A strip of land 50 feet in width, being 25 feet on either side of the following described line, upon a strip of ground North of Block 11, Russell's Addition to the City of Little Rock, Arkansas, said center line being more particularly described as follows: BEGINNING at a point on the East line of Block 11 extended, which is 365 feet North of the Southeast corner of Block 11; thence in a Westerly direction for 305 feet, more or less, to a point on the West line of Block 11 extended, said point being the POINT OF ENDING and being 419 feet North of the Southwest corner thereof, containing 0.350 acres (15,250 square feet), more or less.

(d) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1328, Page 583, being more particularly described as follows:

Those parts of the West 20 feet of Block 19, all of Block 17, Shall Street (leased from the City of Little Rock), and the East half of Block 14, all in Russell's Addition to the City of Little Rock, Arkansas, lying North of a line described as: BEGINNING at a point on the East line of the West 20 feet of said Block 19, which is 193.8 feet North of the Southeast corner thereof; thence in a Westerly direction for 620.3

EXHIBIT C – PERMITTED EXCEPTIONS

feet to the POINT OF ENDING, said point of ending being 335.0 feet North of the North right-of-way of East Second Street.

(e) Agreement in favor of the City of Little Rock, for a sewer line, of record in Book 996, Page 495, being more particularly described as follows:

Sewer Line shall consist of a section of 54-inch diameter concrete pipe, approximately 1,142.7 feet long located on Missouri Pacific Railroad Company's ("Carrier") property along the south bank of the Arkansas River, extending from its intersection with the North-South center line of Section 2, Township 1 North, Range 12 West, in an easterly direction to its intersection with the easterly line of Carrier's property in City Block 8, as shown in heavy blue lines on Carrier's Arkansas Division white print, File No. 11-C-33, prepared in Office of Assistance Engineer, Little Rock, Arkansas, dated September 9, 1966, marked Exhibit "A" and attached to the Agreement as part thereof.

(f) Pipe Line License in favor of Little Rock Wastewater Utility, unrecorded, being more particularly described as follows:

Pipe Line shall intersect Missouri Pacific Railroad Company's existing main track (ECS 73+18), in the Northeast Quarter of Section 2, Township 1 North, Range 12 West, Pulaski County, Arkansas, at Little Rock. Approximate location of Pipe Line is indicated by wide black line on Exhibit A attached to the Pipe Line License as part thereof.

2. Easement for utility corridor, being more particularly described as follows:

A 20 foot utilities easement being more particularly described as follows: Commencing at the Northeast corner of Block 10 Russell's Addition to the City of Little Rock; thence along the West line of Industrial Drive South 01 degrees 26 minutes 07 seconds West, a distance of 286.71 feet for a POINT OF BEGINNING; thence North 87 degrees 56 minutes 50 seconds West, a distance of 989.62 feet; thence North 02 degrees 14 minutes 19 seconds East, a distance of 646.57 feet; thence North 80 degrees 00 minutes 33 seconds West, a distance of 44.02 feet to the East edge of Collins Street; thence South 00 degrees 41 minutes 38 seconds West, a distance of 20.27 feet along the East edge of Collins Street; thence South 80 degrees 00 minutes 33 seconds East, a distance of 23.29 feet; thence South 02 degrees 14 minutes 19 seconds West, a distance of 646.23 feet to the South line of Block 2 Rectortown Addition; thence South 87 degrees 56 minutes 31 seconds East, a distance of 295.57 feet along said South line of Block 2 Rectortown Addition; thence South 88 degrees 00 minutes 03 seconds East, a distance of 358.82 feet; thence South 86 degrees 30 minutes 52 seconds East, a distance of 60.04 feet; thence South 88 degrees 15 minutes 09 seconds East, a distance of 81.70 feet; thence South 87 degrees 56 minutes 50 seconds East, a distance of 213.76 feet; thence North 01 degrees 26 minutes 07 seconds East, a distance of 17.82 feet to the POINT OF BEGINNING; said described tract containing 0.709 acres (30,875 square feet) more or less.

EXHIBIT C – PERMITTED EXCEPTIONS

3. Easement for turn around at east terminus of President Clinton Avenue, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Beginning at the Southwest corner of Block 5 Russell's Addition to the City of Little Rock; thence along the East line of Collins Street North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 609.42 feet for a POINT OF BEGINNING; thence North 09 degrees 59 minutes 40 seconds East, a distance of 52.00 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 22.49 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 54.00 feet, a central angle of 302 degrees 26 minutes 08 seconds, thence along said curve, a distance of 285.04 feet; thence North 80 degrees 00 minutes 20 seconds West, a distance of 22.49 feet to the POINT OF BEGINNING.