

**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 "servery"), 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"



