

**Memorandum of Understanding
between
The George W. Bush Foundation
and the
National Archives and Records Administration
and the
National Archives Trust Fund Board
Regarding the Museum Exhibit Galleries and Volunteer Program**

This Memorandum of Understanding (“MOU”), dated as of April 13, 2022, is made by and between The George W. Bush Foundation, a Texas nonprofit corporation (“the “Foundation”), the National Archives and Records Administration, an independent establishment in the executive branch of the Government of the United States of America (“NARA”), and the National Archives Trust Fund Board, a statutorily created entity established to support activities in the interest of the national archival and records activities administered by NARA.

PARTIES

1. “NARA” –Unless the context otherwise requires, references to NARA mean the National Archives and Records Administration, the George W. Bush Presidential Library and Museum (“Bush Library” or “Library”), the National Archives Trust Fund Board (“Trust Fund”), or all three collectively; and include all authorized officials, employees, agents, independent contractors, volunteers, or other persons or groups acting for NARA or on its behalf.
2. “Foundation” –Unless the context otherwise requires, this term means The George W. Bush Foundation and includes all authorized officers, directors, employees, persons, or groups acting for the Foundation or on its behalf.
3. “Parties” –Unless the context otherwise requires, this term means NARA and the Foundation individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. The Foundation and NARA entered into a Joint Use, Operating, and Transfer Agreement (the “Current JUA” or “Current Agreement”) Regarding the George W. Bush Presidential Library and Museum at the George W. Bush Presidential Center on April 24, 2013. Section 36 of the Current JUA authorizes amendments to the JUA “by written agreement, signed by the authorized representatives of the Parties.”
- B. The Parties have amended the Current Agreement several times since April 24, 2013 by means of various memoranda of understanding. As used herein, references to the Current JUA or

Current Agreement include all memoranda of understanding executed by the Parties since April 24, 2013. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Current JUA. If the provisions of this MOU conflict in any way with the provisions of the Current JUA, as amended by this MOU, the provisions of this MOU shall control and supersede any such conflicting provisions.

- C. Section 3.b. of the Current Agreement provides that the Archivist of the United States may choose to stop operating the Museum Exhibit Galleries as part of the Bush Library in which case "NARA's exclusive right to the Museum Exhibit Galleries (and their relevant support areas including, but without limitation the Volunteer Lounge and Office) shall revert to a non-exclusive right of access and transit in support of NARA's remaining Library operations and the Museum Exhibit Galleries shall become part of the Bush Center." The Archivist has determined that it is in the best interest of the Government to stop operating the Museum Exhibit Galleries and related support areas. He has also determined that it is in the best interest of the Government to stop operating the classrooms (including the Situation Room space) and educational support spaces (collectively, the "Education Spaces"), and the Library's former Sensitive Compartmented Information Facility (SCIF).
- D. The Foundation desires to assume operation of the Museum Exhibit Galleries, their relevant support areas, and the Education Spaces on certain terms and conditions. To evidence their mutual desires, the Parties are negotiating a new Joint Use, Operating, and Transfer Agreement between the Parties (the "New JUA" or "New Agreement"). The Parties will also seek to obtain the requisite authority and/or approvals from Congress (together, the "Required Approvals") to permit the New Agreement to be executed by the Parties and become effective. Once effective, the New Agreement will supersede the Current Agreement, including this MOU, in its entirety.
- E. In anticipation of receiving the Required Approvals and the New Agreement taking effect, the Parties desire to amend the Current Agreement to authorize the Foundation to program and bear certain costs for the Museum Exhibit Galleries and to operate the Volunteer Program as provided in this MOU.

NOW, THEREFORE, in consideration of the mutual promises set forth in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 MOU are true and correct.
2. Meaning of Certain Terms. For purposes of this MOU, and to ensure uniform understanding between NARA and the Foundation, the terms set forth below in this section will have the following meanings:
 - a. "Museum Exhibit Galleries" shall mean the Permanent Exhibit Gallery (including the Front Lobby Exhibit Cases), the Bradford M. Freeman Special Exhibit Gallery ("Freeman Gallery"), and the space and activities associated with such galleries and their relevant support areas; the Museum Exhibit Galleries are part of the Museum.
 - b. "MOU Commencement Date" shall mean the first day of the first full month following execution of this MOU.
 - c. "Volunteer Program" shall mean the volunteer program for the Bush Center, including the Museum Exhibit Galleries, which is responsible for scheduling and conducting tours for the public and related activities.
 - d. "Museum" means the space and activities associated with the Museum Exhibit Galleries (including the Front Lobby Exhibit Cases) and their relevant support areas, including but not limited to the Volunteer Lounge and Office, the exhibit preparation and production shop, and the museum control rooms. It also includes those electrical, HVAC, and mechanical rooms that impact the areas identified in this subsection and for which NARA has determined it does not require control for security purposes.
 - e. "Term" shall have the meaning set forth in Section 4.e.
3. Required Approvals for New Agreement. NARA, with assistance from the Foundation, agrees to prepare and submit to Congress as promptly as feasible all materials and information necessary to obtain the Required Approvals from Congress and to diligently take any and all other actions as may be necessary, to authorize NARA and the Foundation to execute, deliver and perform the New Agreement and cause it to become effective in accordance with its terms promptly after receipt of the Required Approvals. If the Required Approvals are obtained, but on terms that are not reasonably acceptable to the Parties, the Foundation or NARA may withdraw support of the New Agreement and elect to continue to operate in accordance with the Current Agreement, excluding the terms of this MOU.

4. Operation of the Museum Exhibit Galleries and Volunteer Program. Effective on the MOU Commencement Date, the Parties agree as follows:
- a. General. Except as provided in this Section 4, NARA will retain control and responsibility for the Museum and all other NARA spaces and activities as provided in the Current Agreement.
 - b. Museum Exhibit Galleries. During the Term of this MOU, the Foundation will program the Museum Exhibit Galleries and be responsible at all times, and bear all costs for, the curation, design, fabrication, and contents of all exhibits presented in the Museum Exhibit Galleries. NARA agrees to loan Bush Presidential records and artifacts and other NARA holdings to the Foundation for exhibition in the Museum Exhibit Galleries. All loans will be documented in loan agreements that meet the requirements of Federal law and NARA's policy and rules for external loans.
 - c. Volunteer Program. During the Term of this MOU, the Foundation will assume responsibility for the Volunteer Program and will be permitted to use the Volunteer Lounge and Office and related spaces in support thereof. The Foundation will be responsible for the coordination and scheduling of tours of the Bush Center, including the Museum. The Foundation will to the greatest extent feasible manage such tours so as to not interfere unreasonably with Library activities or operations, or the public's use and enjoyment of the Museum. The Parties may enter into such agreements implementing this subparagraph as they deem necessary or desirable. NARA will schedule and either accompany or conduct all tours of the research rooms and nonpublic areas of the Library. The Parties agree that NARA may choose to operate a volunteer program to support its administrative, archival, and education programs.
 - d. Admission Fees. During the Term of this MOU, ninety five percent (95%) of the proceeds from daily admission fees, however collected (e.g., Box Office, online, group sales or otherwise), will belong to and be retained by the Foundation and the remaining five percent (5%) shall be remitted to the Trust Fund account in accordance with current practice. All other requirements set forth in the Current Agreement, as amended by the 2017 Memoranda of Understanding Regarding the Sale of Tickets at the Admission Desk, remain in effect with respect to the operation and staffing of the Box Office and the setting, collecting and disposition of Museum admission fees and surcharges.
 - e. Term of this MOU. The Parties shall continue to operate the Bush Library and the Bush Center in accordance with the terms and conditions of the Current Agreement, as modified by this MOU, until such date as the New Agreement takes effect pursuant to its terms. In the event that Congress denies the requested approval, or the Foundation or

NARA withdraw support of the New Agreement, this MOU will expire no later than 18 months after the date of denial or withdrawal. Under no circumstances will the terms of this MOU extend beyond the date that is 18 months after the date of execution.

- 5. Due Execution. This MOU has been duly approved by the Foundation’s board of directors and by the Archivist on behalf of NARA; the persons executing this MOU have been duly authorized to execute and deliver this MOU; and the MOU is a legally binding obligation of NARA and the Foundation.
- 6. Communications. The Parties agree to coordinate regarding communications to their respective staff and stakeholders and to Congress regarding this MOU and the New Agreement and the implementation thereof after execution. The Parties shall keep each other apprised of communications regarding this MOU and the New Agreement and will consult with one another, if practicable, prior to effecting such communications. The Parties shall have an opportunity to review and comment on any press releases or other public documents or information prior to release or submission.
- 7. Date of Execution. This MOU (i) may be executed in identical counterparts, each of which shall be considered one and the same original, and (ii) 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.

KENNETH A. HERSH
President and Chief Executive Officer

For: The George W. Bush Foundation

DAVID S. FERRIERO
Archivist of the United States and Chair of the
National Archives Trust Fund Board

For: National Archives and Records
Administration and the Trust Fund
Board

Date

4/13/2022

Date