

George W. Bush Presidential Library

Collection: Counsel's Office, White House

Series: Kavanaugh, Brett – Subject Files

Folder Title: Smithsonian Exhibit

Withdrawn/Redacted Material

The George W. Bush Library

DOCUMENT NO.	FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
001	Memorandum	Smithsonian National Museum of American History... - To: Harriet Miers, et al. - From: Linda Gambatesa	1	07/01/2002	P5;

COLLECTION TITLE:
Counsel's Office, White House

SERIES:
Kavanaugh, Brett - Subject Files

FOLDER TITLE:
Smithsonian Exhibit

FRC ID:
9632

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

Withdrawal Marker

The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Smithsonian National Museum of American History... - To: Harriet Miers, et al. - From: Linda Gambatesa	1	07/01/2002	P5;

**This marker identifies the original location of the withdrawn item listed above.
For a complete list of items withdrawn from this folder, see the
Withdrawal/Redaction Sheet at the front of the folder.**

COLLECTION:

Counsel's Office, White House

SERIES:

Kavanaugh, Brett - Subject Files

FOLDER TITLE:

Smithsonian Exhibit

FRC ID:

9632

OA Num.:

1824

NARA Num.:

1742

FOIA IDs and Segments:

2018-0016-P

2017-0345-F

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.



Smithsonian
National Museum of American History

24 June 2002

Via fax of six pages including this cover.

To: Linda Gambatesa
Deputy Assistant to the President &
Director, Oval Office Operations

Tom Bower

From: Thomas W. Bower
Deputy Registrar, NMAH
T - 202-357-3293
F - 202-786-2423
bowert@si.edu

Subject: NMAH exhibition: September 11, 2001 Bearing Witness to History

Per conversation, here are the Agreement for Incoming Loan and the letters requesting the loan of the bullhorn used by President Bush to address workers at Ground Zero and the New York Port Authority shield given to President Bush by Arlene Howard, mother of slain officer George Howard. If you need any further information concerning curatorial aspects of the loan, please contact Ms. Marilyn Zoidis, or concerning the loan process, please contact me.

Thank you for your assistance to the National Museum of American History.



Smithsonian
National Museum of American History

24 June 2002

Ms. Linda Gambatesa
Deputy Assistant to the President and
Director, Oval Office Operations
The White House
1600 Pennsylvania Ave., NW
Washington, D. C. 20500

Dear Ms. Gambatesa:

Betty Monkman, the White House Curator, has asked that I contact you directly about the forthcoming exhibition, *September 11, 2001: Bearing Witness to History* at the National Museum of American History. On behalf of the Museum, I would like to ask your help in directing the enclosed letter to President Bush, so that we could borrow the following objects for temporary exhibition.

- bullhorn used by President Bush to address workers at Ground Zero
- the New York Port Authority shield given to President Bush by Arlene Howard, mother of slain officer George Howard

The Smithsonian would greatly appreciate your assistance in processing this paperwork and moving forward with the loan of these objects for exhibition. We understand the NY Port Authority shield may not be available until the dedication ceremony for the opening of the exhibition, September 10. The Museum staff will work closely with the President, you, and other White House staff to coordinate this loan for the duration of the exhibition -- until January 11, 2003.

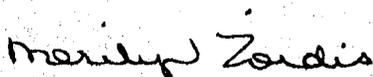
HESEND 6-24-02; 2:55PM; NMAH OAS
1206 188 2423 # 37 6

If this meets with the President's approval, please have him or his designee sign and date both copies of the enclosed Incoming Loan Agreement (at the bottom of the back of each of the two pages) and return them to us as soon as possible in the enclosed return envelope. Due to problems with timely mail delivery, we would appreciate it if you communicate by fax to 202-786-2423 or e-mail to bowert@si.edu in addition to regular mail which should be sent to P. O. Box 37012, MRC 640, National Museum of American History, Washington, D. C. 20013. A countersigned copy of the loan agreement will be returned to you for the President's records.

If you wish to discuss the loan with me, please call me at 202-357-2271 or by e-mail to zoidis@si.edu. If you have questions concerning the loan agreement process, please contact me at the above address, or bowert@si.edu.

Thank you for your support of the Smithsonian's National Museum of American History.

Sincerely yours,



Marilyn Zoidis
Lead Curator, September 11 Exhibition
Smithsonian Institution, National Museum of American History
PO Box 37012, MRC 629
Washington, DC 20013

Enclosure: NMAH Facilities Report
NMAH Agreement for Incoming Loan
Return envelope

Cc: Tom Bower
Melinda Machado



Smithsonian Institution

Lawrence M. Small
Secretary

June 21, 2002

The President
The White House
Washington, D.C. 20500

Dear Mr. President:

The Smithsonian's National Museum of American History, Behring Center is preparing an extraordinary exhibition, *September 11, 2001: Bearing Witness to History*, to mark the first anniversary of the terrorist attacks on the United States of America. The tragic events of last September have challenged this museum to fulfill its responsibility to the American people to collect and interpret history as it happens.

September 11, 2001: Bearing Witness to History will bring together objects, images, and personal stories that help tell the story of this historic day and its impact. The title of the exhibition suggests that we are all witnesses to history; we have all been affected by the events of September 11. In immediate and evocative ways, objects will connect visitors to compelling stories of the attack sites, the rescue and recovery efforts, and the response of local, national, and global communities.

The exhibition will be installed in a prominent gallery on the Museum's second floor, adjacent to the main entrance off the National Mall and across from the First Ladies exhibition. We will open the exhibition to the public on September 11, 2002, and it will remain on view for four months, closing January 11, 2003. We believe this is an invaluable opportunity to reach out to Americans.

Your strong, determined leadership in a time of crisis united the American people, and your firm actions provided essential stability for a nation in shock. To illustrate your key role in "bearing witness," we would like to request the loan of the following objects:

- the bullhorn you used to address workers at Ground Zero, and
- the New York Port Authority shield presented to you by Arlene Howard, mother of slain officer George Howard.

We understand the strong attachment you feel for George Howard's shield and only ask for you to temporarily part with it -- so that it can be shared with the American people.

A member of my staff will be in touch with your office to answer any questions. We appreciate your willingness to consider our request.

All the best,

A handwritten signature in black ink, appearing to read "L. Small".

Smithsonian Institution Building
1000 Jefferson Drive SW
Washington DC 20560-0016
202.357.1846 Telephone
202.786.2515 Fax

NATIONAL MUSEUM OF AMERICAN HISTORY
Smithsonian Institution

2002.6019

12th Street at Constitution Avenue, N.W., Washington, D.C. 20560
Office of the Registrar 202-357-1894

AGREEMENT FOR INCOMING LOAN

Date: 24 June 2002

From: George W. Bush, President of the United States

(Lender's Name)

(Additional Contact)

The White House, Washington, D.C. 20500

(Address)

(Telephone Number)

To: Marilyn Zoidis, Curator

(Curatorial Unit)

(202) 357-2271

(Telephone Number)

In accordance with the **Conditions** printed on the reverse, the objects listed below are borrowed for the following purpose only (give name of exhibition, when applicable):

September 11, 2001: Bearing Witness to History

For the period To Be Determined - September 2002 to 12 January 2003

(From estimated time objects leave Lender's custody until their return and receipt by Lender; see "Shipping" below)

Initiated by:

(NMAH Curatorial Signature)

Objects	Description of Objects	Insurance Value(s)
(Include dimensions, weight, and brief report of condition; attach recent photo(s) if available)		

Bullhorn used by President Bush to address workers at Ground Zero

The New York Port Authority shield given to President Bush by Arlene Howard, mother of slain officer George Howard

(attach continuation sheet if necessary)

INSURANCE: (see **Conditions** on reverse)

_____ carried by National Museum of American History
_____ by Lender: estimated premium charges \$ _____
_____ insurance waived

PACKING and SHIPPING: The following packing and shipping arrangements are proposed subject to review and approval by the NMAH Registrar's Office in consultation with the Lender:

Objects to be packed by: _____ Lender _____ NMAH Other: _____
To be shipped from (address and contact): _____

To arrive no later than (date): _____ Via: _____
To be returned to above address (unless otherwise notified) Via: _____

COSTS: Borrower will pay all costs of packing, shipping, insurance, unless otherwise noted here:

CREDIT LINE: _____

(For exhibition label and catalog)

SPECIAL REQUIREMENTS for handling, installation, etc. (attach continuation sheet if necessary):

CONDITIONS GOVERNING LOAN

Care and Preservation

1. The National Museum of American History, Smithsonian Institution (the "Museum") will give to objects borrowed the same care as it does comparable property of its own. Precautions will be taken to protect objects from fire; theft; mishandling; dirt and insects; and extremes of light, temperature and humidity while in the Museum's custody. It is understood by the Lender and Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects which in our opinion show evidence of infestation may be fumigated at the discretion of the Museum.
3. The Lender will be requested to provide written authorization for any alterations, restoration, or repair. The Museum may examine objects by all modern scientific methods.
4. The Museum retains the right to determine when, if, and, for how long objects borrowed will be exhibited.

Transportation and Packing

1. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packaging and transportation and handling. A written report of condition of objects prior to shipment must be sent by the lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records which may include photographs will be made at the Museum on arrival and departure.
2. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties.
3. Government regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.
4. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

Insurance

1. Objects will be insured for the amount specified herein by the Smithsonian Institution under its "all-risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination.

Insurance will be placed in the amount specified by the Lender herein which must reflect the fair market value. If the Lender fails to indicate an amount, the Smithsonian, with the implied concurrence of the Lender, will set a value only for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal.

2. If the Lender elects to maintain his own insurance coverage, then prior to shipping the Museum must be supplied with a certificate of insurance naming the the Smithsonian Institution and the United States Government as additional insureds or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see No. 4 below.) The Smithsonian Shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for lapses in coverage.

3. In the case of long-term loans, it is the responsibility of the Lender to notify the Museum of updated insurance valuations.
4. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Smithsonian Institution and the United States Government from any liability for damage to or loss of the loan property.
5. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from Smithsonian in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the Agreement.

Reproduction and Credit

1. Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce the objects lent for educational, catalog, and publicity purposes.
2. It is understood that objects or exhibit may be photographed by the general public.
3. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of this agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the Museum.

Change in Ownership and/or Address

It is the responsibility of the Lender or his agent to notify the Museum promptly, in writing, if there is any change in ownership of the objects (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address-of-record.

Return of Loans

1. Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed three years. Upon termination of the loan, the Lender is on notice that a return or renewal must be effected, or else an unrestricted gift of the object will be inferred.
2. Objects will be returned only to the Lender-of-Record or to a location mutually agreed upon in writing by the Museum and the Lender-of-Record. In case of uncertainty, the Museum reserves the right to require a Lender/Claimant to establish title by proof satisfactory to the Museum.
3. When the loan is returned, the Museum will send the Lender a receipt form. If this form is not signed and returned within thirty days after mailing, the Museum will not be responsible for any damage or loss.
4. If the Museum's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the objects will be maintain at the Lender's risk and expense for a maximum of two years. If after two years the objects have not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Museum.

Applicable Law

The agreement shall be construed in accordance with law of the District of Columbia.

I have read and agree to the above conditions and certify that I am authorized to agree thereto.

Signed: _____
 Owner Authorization Agent

Date: _____

Title: _____

Approved for the National Museum of American History:

Signed: _____

Date: _____

Title: _____

Please Sign and Return Both Copies

