

**Memorandum of Agreement for Museum and Exhibit Redesign**  
**at the**  
**Herbert Hoover Presidential Library and Museum**

**1. Purpose**

The National Archives and Records Administration (“NARA”), acting through the Herbert Hoover Presidential Library and Museum (“the Library and Museum” or “the Museum”), and the Hoover Presidential Foundation (the “Foundation”) enter into this Memorandum of Agreement (this “Agreement”) to define the respective roles of NARA and the Foundation in the: 1) selection of exhibit themes and concept, 2) design and installation of new permanent exhibits within the footprint of the existing permanent galleries (the “exhibit area”) and, 3) the award and administration of the contracts necessary to accomplish the permanent exhibits' design and installation.

NARA acknowledges and agrees that the Foundation shares a strong mutual interest in working cooperatively to design and present exhibits that are consistent with the dignity of the Office of the President and present a historically accurate and balanced interpretation of the former President and significant national and world events during President Hoover’s childhood, pre-presidential, presidential, and post-presidential careers; and Mrs. Hoover’s public life until her death in 1944. In addition, the exhibits will address the legacy and ongoing impact of President Hoover and his administration. To this end, NARA will consult on an ongoing basis with the Foundation on the exhibits and agrees to work towards final content and design that is acceptable to both parties, subject to final approval by NARA in accordance herewith.

**2. Parties**

NARA is an independent agency in the executive branch of the United States Government and maintains and operates the Library and Museum. The Foundation is a private, nonprofit corporation duly incorporated under the laws of Iowa, whose purpose includes supporting the mission and activities of the Library and Museum. 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).

### **3. Authority for Agreement**

44 U.S.C. 2112 authorizes NARA to maintain, operate, protect and improve the Hoover Library and Museum, to exhibit the Presidential historical materials in the Library and Museum, and to cooperate with and assist the Foundation in furthering the study and research of the Library's holdings.

Federal law, 44 U.S.C. 2109, states that the Archivist shall provide for the exhibition of records and presidential historical materials at Presidential libraries, "as may be needful and appropriate." NARA's policy is set forth in its Presidential Libraries Manual (also known as "LIBRARIES 1401") at chapter 6, par. 1: "The staff of a Presidential library's museum will preserve and exhibit its holdings to promote public understanding of the Presidential administration, the history of the period, the career of the President, and other subjects chosen by the library." In addition, LIBRARIES 1401, ch. 6, par. 5.a, states the agency's discretion under 44 U.S.C. 2109 regarding historical interpretation: "Exhibits in Presidential libraries will be consistent with the dignity of the presidency and will present historically accurate and balanced interpretations of the former President and major events."

Technical requirements for Presidential Library museum redesign projects are defined in [NARA 1571, Archival Storage Standards](#), and its Supplement 1, [Architectural and Design Standards for Presidential Libraries \(July 2018 \(ADSPL\)\)](#).

The Foundation is authorized to enter into this agreement pursuant to Iowa law, its Articles of Incorporation, and its Bylaws.

### **4. Project Costs**

#### Hoover Presidential Foundation

The Foundation will pay all costs associated with: 1) the work required to prepare the Library and Museum space for the new permanent exhibits, including but not limited to, a) demolition within the Museum, and b) the de-installation, storage, and security of materials related to existing exhibit(s) or collections, provided that the Foundation may use existing storage at the Museum or additional storage in close proximity to the Museum with NARA prior approval required for any NARA property that the Foundation proposes to store off-site; 2) the design and installation of new permanent exhibits (i.e., the Project) in the Remodeled Area ; 3) infrastructure or system upgrades (e.g. electrical, HVAC, IT, telecommunications, etc.) that are necessary to support the Project; 4) expected lifecycle costs for the new permanent exhibits, including but not limited to their ongoing maintenance as needed; the replacement, refreshing, and/or upgrading of hardware and software, interactives, control systems, and other technology

and technology-based components used in the new exhibits; 5) all costs associated with making physical modifications to the Library and Museum building, or its equipment or fixtures, that are required by building codes, other regulations, and/or structural needs, and would not be made or undertaken but for the requirements of the Project; and 6) any other costs arising solely as a result of the Project. In addition, the Foundation will be responsible for costs to update wayfinding and visitor signage directly associated with the new permanent exhibits. NARA will work with the Foundation to ensure that signage addresses the Parties' programmatic needs.

Project budgets and cost analysis must address sustainability of the design and technology as well as the related lifecycle costs. To ensure that these long-term costs can be borne by the Foundation, the contractors must provide anticipated maintenance and replacement schedules for and address the expected lifespan of the new permanent exhibits and associated media as designed. If it is determined that the Foundation cannot assume the lifecycle costs of a component, then other content delivery approaches must be developed. A contract for these exhibit maintenance services must be in place by the exhibit opening date. NARA strongly prefers these services be provided by a professional exhibition maintenance firm, however, the Library director may agree to alternative arrangements based on local circumstances. In general, the expected life of a permanent exhibit is ten years.

Due to the ongoing Covid-19 pandemic, Federal government buildings have been intermittently closed in part due to varying health conditions of each facility locale. Contracts to support this project should acknowledge pandemic building closures and have specific approved plans in place if and when a facility closure should occur. NARA will not be responsible for project delay costs due to pandemic building closures.

### NARA

NARA will be responsible for costs and contracts associated with physical modifications to the Library and Museum facility, including but not limited to systems, equipment, and fixtures that are not assigned to the Foundation by this or any other agreement (i.e. systems, equipment, or components that have been previously identified as deficiencies on NARA's deferred maintenance list.) All changes, restorations, modernizations, and modifications, mentioned in this agreement are contingent upon available funding, and must be prioritized against other NARA requirements.

During the course of the redesign, NARA will consider building improvements such as: 1) modifications necessary to meet Americans with Disability Act (ADA) accessibility standards for restrooms; 2) bringing items outside of the Remodeled Area up to code 3) providing additional stormwater controls at the main entrance to the Library and Museum building; 4) replacing the Air Handler and its existing corroded pipes; 5) replacing the hot water boiler plant; 6) the commissioning, testing and balancing of HVAC systems not associated with the project; 7)

fire alarm system upgrades and fire protection code updates in areas not associated with the project; 8) security and video surveillance upgrades not associated with the project; 9) generator replacement and upgrade for more building coverage; 10) emergency power upgrade-distribution and coverage of museum; 11) electrical equipment in service and distribution replacement; and 12) build-out of existing columns/walls in the temporary exhibit area.

This agreement does not obligate NARA to commit or expend funds in a manner which is inconsistent with Federal law. Likewise, this agreement does not obligate the Foundation to commit or expend funds in excess of, or beyond the amount authorized by its board of directors or in any manner that is not consistent with rules and regulations which apply to the Foundation's charitable status.

## **5. Role of the Parties**

### Contracts

The Foundation will award all contracts necessary to design and install the Project (collectively, the "Contracts"), including the exhibit design firm, the architect, and any other design and construction professionals that are hired to work on the Project. The Parties shall jointly develop the requirements for all Contracts to ensure that the exhibits and other aspects of the Project meet NARA standards with respect to, among other things, the use of available exhibit space, exhibit content, the preservation and safety of NARA holdings and property, and the Architectural and Design Standards for Presidential Libraries 2018 (ADSPL). The Contracts shall also specifically define NARA's role in assisting the Foundation with curatorial and technical oversight of the Contracts, but NARA shall not be a party to the Contracts. The Foundation will include a NARA representative in its discussions with prospective future contractors and NARA will have a reasonable amount of time to review, comment, or raise objections to the terms of proposed final Contracts prior to their award. Both NARA and the Foundation shall approve the Contracts in accordance with the Milestones before contract performance may proceed. The Foundation will provide NARA with electronic copies of the signed Contracts. All Contracts will be consistent with the terms of this Agreement.

The Foundation shall administer and manage the Contracts for the Project. The Foundation will provide whatever contract oversight regarding the Contracts that it deems necessary to protect its interests, and will ensure that all Contracts are fully performed. In accordance with the preceding paragraph, NARA will provide curatorial and technical oversight of the Contracts to ensure compliance with the ADSPL, the Milestones, and other NARA requirements. The Milestones specify major project planning phases of the Project that are subject to NARA's review and

authorization to proceed. The Foundation agrees to follow the Milestones in designing and performing the Project unless the Parties otherwise specifically agree in writing.

The Foundation, in consultation with NARA, has selected BRC, Imagination Arts as the exhibit design firm, and Shive-Hattery as the architect for the Project. NARA hereby affirms and consents to these selections. The Foundation and NARA will mutually agree on the list of names of any other contractors or other design construction professionals to be solicited for proposals with respect to the Project. Any such request for proposals may also be circulated for open solicitation. Except with respect to the exhibit design firm, the general contractor, and the architect, which have already been agreed upon, the Foundation and NARA shall agree on the final selection of other design and construction professionals in an expeditious manner.

The Foundation will retain responsibility at all times for signing contract amendments, changes, and modifications as well as other contractual documents that would result in the expenditure of the Foundation's funds. NARA must consent to all amendments, changes, and modifications to the Contracts, including without limitation all proposed changes to Project content and design. NARA's consent will not be unreasonably withheld, conditioned or delayed. NARA acknowledges and agrees that amendments and change orders will need to be addressed in a timely manner in order to keep the Project in compliance with the schedule set forth in the Milestones.

The Foundation will consult with NARA prior to replacing any of the contractors. NARA must consent to any replacement contractors, which consent shall not be unreasonably withheld, conditioned or delayed.

The Foundation understands and agrees that, in addition to any other rights that NARA may have under this Agreement to consult or provide input on the Contracts or the Project, project deliverables must conform to NARA's milestones and standards for museum redesign projects as set forth in [NARA 1571, \*Archival Storage Standards\*](#); its **Supplement**, [Architectural and Design Standards for Presidential Libraries \(July 2018\)](#) and the Milestones, including without limitation Section 1.23, Required NARA reviews during a Museum Redesign Project.

### Project Schedules

The Foundation and its contractors will develop one or more project schedules that identify specific milestones for NARA's review and concurrence, including deliverable receipt dates and comment due dates. NARA will review the proposed schedules for conformance to the Milestones and to coordinate necessary NARA reviews. NARA's approval of the schedules will not be unreasonably withheld. Should a deliverable require more extensive review beyond the time period set by the Milestones, NARA will communicate this in writing.

### Approval Periods

As the project moves into its phases, NARA shall approve or disapprove any contracts, drawings, or other items within the time periods set forth in the project schedules (based on the Milestones.) If the Milestones do not specify a review period for an item, NARA shall have fifteen (15) business days to conduct its review and notify the Foundation of its approval or disapproval. The Parties may agree in writing to a longer review period. As an exception to the 15 business day review period, the project schedules will specify a review period of at least 20 business days for NARA reviews of the exhibit script, which requires both content and editorial review. This time requirement may be adjusted at the discretion of the Library Director.

This Agreement is not intended to limit the Parties' ability to amend the Milestones. If NARA fails to respond to a request for approval from the Foundation within the time periods set forth in the Milestones for the applicable item, the Foundation shall provide NARA a written reminder, which may be in the form of an email [the "Reminder Notice"] and request that NARA grant or withhold its approval of the applicable item within three (3) business days.

### Curatorial and Technical Oversight

To ensure adherence with NARA requirements, project deadlines, and deliverables, NARA will provide curatorial and technical oversight throughout the course of the Project; the Library Director (or their designee) shall perform these services. The Library Director will consult with the Foundation on an ongoing basis to ensure both parties are fully informed of progress and performance of the Contracts. The Library Director will make recommendations to the Foundation as necessary, regarding amendments, changes, and modifications to the Contracts, as well as other project administration matters. The Library Director (or designee), on behalf of NARA, and the Foundation will attend all design meetings (whether in-person or via remote access).

As set forth in the Milestones, (I) NARA will review and must approve prior to implementation by the contractor(s) all content, design, construction, and fabrication submittals, and (II) NARA is responsible for the final approval of all content presented in the Project.

### Historians Committee

NARA will identify and select a committee of historians to provide feedback on the exhibits' content and script. NARA will seek a panel with a diversity of views. The committee shall be advisory in nature and, for the avoidance of doubt, final content approval resides with NARA.

## 6. Additional Terms

The physical property comprising the new permanent exhibits (e.g. exhibit cases, audio/visual/IT equipment, text panels) will become the property of NARA upon the exhibits' completion and acceptance by the Foundation and NARA.

The Parties agree that every effort will be made during the design of new permanent exhibit space to ensure that the square footage of the Museum is not increased. If both the Library Director and Foundation agree that an increase in square footage is necessary, the Parties will work together to develop a brief proposal outlining the need for additional square footage and how the proposed plan will be in accordance with OMB memoranda and other government mandates related to restrictions on square footage (including the likely need for an endowment). Once the Archivist (or designee) approves the proposal, the parties will work together to ensure that the expansion is built and equipped in accordance with the Architectural and Design Standards for Presidential Libraries (July 2018) and the other legal requirements to which presidential library additions are subject, e.g. 44 U.S.C. § 2112 (Presidential Libraries Act, as amended).

The Parties agree that energy efficiency will be a priority in the project designs and the Foundation will emphasize this in any contracts. Additionally, NARA and the Foundation will meet at the onset of the project to determine if any level of LEED certification or equivalent rating will be sought during the project for any renovated areas.

When requested, the Foundation will ensure the Contractors provide hard copies of deliverables for NARA reviews.

The Foundation shall acquire the copyright and other applicable intellectual property rights in the new permanent exhibits, including without limitation its design; provided, however, that any "works of the United States Government" (as that term is defined by Federal copyright law) that may become part of an exhibit are not copyrightable pursuant to 17 U.S.C. § 105 and will remain in the public domain. To the extent that the Foundation acquires any copyright or other applicable intellectual property rights, the Foundation will separately grant NARA a royalty-free, world-wide, nonexclusive, irrevocable, paid-up license to use the Project or subject works.

In the interest of maintaining a sufficient museum presence for the public, the existing exhibits will not be demolished until: 1) final content, including the exhibit script, has been finalized and approved by NARA, and 2) the fabrication of exhibit components has begun off-site. This is to minimize Museum closure to the least amount of time necessary for demolition of existing exhibits and installation of fabricated components.

Nothing in this agreement is intended to establish a “work made for hire” situation as between the Foundation and NARA, or NARA and any third party, for purposes of copyright law.

NARA and the Foundation agree that, as a historical record, copies of all contracts and related documents, script drafts, storyboards, design documents, and other documentary materials relating to the design and installation of the new permanent exhibits shall be deposited with the Hoover Library for permanent retention.

Each of the individuals signing this agreement certifies that he/she has legal authority to enter into this agreement on behalf of his/her party. This 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 Iowa.

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

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Susan Donius, Executive  
Legislative Archives, Presidential Libraries, and Museum Services

By: \_\_\_\_\_ Date: \_\_\_\_\_

Thomas Schwartz, Director  
Herbert Hoover Presidential Library and Museum

HOOVER PRESIDENTIAL FOUNDATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jerry Fleagle, President and CEO  
Hoover Presidential Foundation