

AGREEMENT
between
THE COALITION PROVISIONAL AUTHORITY
and
THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

Whereas, in early May 2003, the Coalition Provisional Authority (CPA) discovered in the flooded basement of the Mukhabahrat headquarters in Baghdad certain historic and modern books, documents and parchment scrolls, including rare and modern printed and manuscript materials in Hebrew, Arabic, Judeo-Arabic and English most of which pertain to the Jewish community of Iraq (hereinafter, the "Archive");

Whereas, the Archive will likely deteriorate rapidly and be destroyed unless certain conservation steps are taken immediately;

Whereas, the appropriate personnel, technical and infrastructure resources do not exist in Iraq, and an unacceptable amount of time would be needed to acquire the necessary resources;

Whereas, such a delay would likely result in the destruction of the Archive;

Whereas, the CPA, as the custodian of the Archive, intends to take the most necessary measures of preservation with respect to the Archive;

Whereas, the National Archives and Records Administration (NARA) is well-positioned to oversee and supervise the steps needed to preserve, conserve and restore the Archive, provided that NARA receives complete funding in accordance with section V herein;

Whereas, the U.S. Department of State possesses the authority to accept gifts to support the preservation, conservation, restoration and exhibition of the Archive, or otherwise expend public funds to have said work done;

Whereas, on behalf of the CPA and upon the completion of the preservation, conservation and restoration activities described in Section II herein, NARA intends to exhibit the Archive to the general public, to the extent practicable, in order to facilitate additional education, scholarship and research; and

Therefore, the CPA and NARA hereby agree to the following:

I. Temporary Physical Custody

1. On a temporary basis and consistent with its desire to protect and preserve the Archive to the extent security conditions permit, the CPA will allow NARA to take physical custody of the Archive, for limited purposes of its preservation, conservation, restoration and exhibition, as described in Sections II and III. The CPA and NARA agree that NARA, in accepting temporary physical custody for the purposes described in Sections II and III, will at no time acquire or hold any ownership interest in the Archive or, except with respect to the activities described in Sections I, II and III, have any role or responsibility in determining access to the Archive or in addressing any other legal issues relating to the Archive.

2. NARA will take temporary physical custody of the Archive from the CPA at a location and time to be agreed upon by both parties and will accept and acknowledge such custody of the Archive pursuant to the receipt attached hereto as Attachment A.

3. Thereafter, NARA may relocate the Archive, as necessary, to the appropriate NARA and/or contractor facilities to undertake the activities described in Section II and III. NARA agrees to remain responsible for ensuring the safety and security of the items of the Archive if a NARA contractor facility or any other party takes physical custody of any item of the Archive.

4. NARA agrees to return physical custody of the Archive to the CPA, or its designee, when the activities described in Sections II and III are completed. NARA also agrees to return physical custody of the Archive to the CPA, or its designee, at any time prior to the completion of the activities described in Sections II and III, if the Administrator of the CPA ("Administrator"), or a designee thereof, requests such return in writing twenty business days in advance. NARA will take any and all necessary steps, as requested by the CPA, to effect such return of the Archive, including such steps as are necessary to prevent additional or further harm to the Archive.

II. The Project

1. NARA will oversee and/or supervise the taking of all steps that are necessary to stabilize the Archive and halt further damage to it, including the following: (a) the freeze-drying of the Archive, and (b) the remediation of the Archive for mold such that personnel will be able to handle the Archive without causing further damage to it. NARA will catalog or arrange for cataloging of each item of the Archive at the first opportunity that will not result in further damage to the Archive.

2. In consultation with any representatives appointed by the Administrator, and utilizing such experts as are appropriate or necessary, NARA will (a) assess the contents of the Archive and its historical, archival and curatorial importance, and (b) determine the conservation and reformatting needs of the items within the collection, based on a curatorial/archival and preservation assessment.

3. NARA will take all actions necessary to (a) conserve individual items of the Archive deemed to have artifactual importance, (b) conserve to the degree necessary to permit handling and/or duplication items in the Archive deemed to have research but not artifactual significance, (c) document the conservation measures taken with respect to the Archive, (d) house the Archive so it can be stored properly and used in the future, (e) provide interim storage of the Archive in appropriate facilities as the Archive is preserved, conserved and restored by NARA, (f) microfilm materials as appropriate, and (g) provide training in paper, book and parchment preservation to Iraqi professionals, as appropriate, and to the extent that the CPA can make all arrangements to bring such professionals into the United States.

4. NARA agrees to take every appropriate measure to ensure the safety and security of the Archive. NARA and the CPA will jointly establish a protocol to control access to the Archive for the purposes of carrying out the activities under this section. Except with respect to the exhibition pursuant to Section III, the CPA will be solely responsible for authorizing access to the Archive for any purpose outside those authorized in the protocol. Except with respect to the general public that views an exhibition of the Archive, NARA also agrees to maintain a daily record, including dates and times, of the personnel who work on or view items in the Archive.

5. NARA's ability and obligation to perform its responsibilities under this Section is subject to the receipt of complete funding pursuant to Section V of this Agreement, except that NARA agrees to undertake reasonable measures to prevent additional or further harm to the Archive, using available funding pursuant to Section V, so long as such funds exist.

III. The Exhibition

1. After the completion of the preservation, conservation and restoration activities described in Section II, NARA will, in consultation with the CPA and to the extent practicable with due regard for the preservation, conservation and restoration of the Archive, exhibit the Archive in the United States in order to facilitate education, scholarship and research regarding the Jewish community of Iraq. Such exhibition will be held at a cultural exhibition, assembly, or activity and administered, operated or sponsored by NARA or another educational or cultural institution, provided that the exhibition is open to the general public, held in a way that is respectful of the Archive's cultural significance, and not operated for a profit. Such exhibition shall last for such period as is proposed by NARA and approved by the CPA, but no longer than six months, unless both parties agree to a longer duration due to overriding circumstances. NARA and the CPA agree that all funding for any such exhibition will be provided and used in accordance with Section V of this Agreement.

2. NARA will take all necessary steps to ensure that the exhibition of the Archive will not jeopardize the preservation, conservation and restoration of the items in the Archive. The exhibition site and display technique/mounting should meet NARA's standard preservation and security requirements for comparable items.

IV. Immunity

1. The CPA understands that, pursuant to 22 U.S.C. § 2459(a), the U.S. Department of State has determined that (a) the items in the Archive are of cultural significance and (b) that their temporary exhibition or display in the United States is in the national interest. The CPA understands that the U.S. Department of State has taken the appropriate steps to cause these determinations to be published in the Federal Register prior to importation of the Archive into the United States.
2. NARA agrees that it will take all appropriate measures in order for the Archive to enjoy the protections available under 22 U.S.C. § 2459(b), including contacting the U.S. Department of Justice (DoJ) to request that DoJ act pursuant to the aforementioned statute.

V. Funding Sources

1. The CPA understands that the U.S. Department of State has the authority, pursuant to Section 25 of the State Department Basic Authorities Act, 22 U.S.C. 2697, to accept on behalf of the United States gifts for the carrying out of any of the Department's functions. Expenditure of funds by the U.S. Department of State for the purpose of restoration of damaged foreign cultural property, including in support of cultural and educational research, is consistent with the Department of State's authorities under Section 102(b) of the Fulbright-Hays Act, 22 U.S.C. 2452. The CPA understands that such monies will be used by NARA through arrangements made pursuant to 31 U.S.C. § 1535, or other available means. NARA agrees that it will use such monies to fund all of the activities in this Agreement. If this Agreement terminates pursuant to Section VIII, all unused monies shall be returned pursuant to the appropriate procedures.
2. Any donor providing funding to preserve or protect the Archive will gain no rights whatsoever in exchange for providing such funding.

VI. Contacts

The Administrator will designate one or more CPA persons who will assist NARA in connection with its activities hereunder. NARA will designate one or more NARA persons who will be responsible for coordinating NARA's activities hereunder.

VII. Additions to the Archive

At any time prior to the exhibition described in Section III, the CPA may add to the Archive items pertaining to the Jewish community of Iraq recovered in Iraq, provided that NARA agrees that such items will be covered under this Agreement at the time of the proposed transfer of temporary physical custody. The CPA understands that the U.S. Department of State would need to take the steps described in Section IV(1) with respect

to these additional items. Completion by NARA and the CPA of a receipt similar to that attached hereto as Attachment A with respect to the additional items described in this Section shall establish that this Agreement applies to such items.

VIII. Termination

This Agreement will be terminated and physical custody of the Archive will be returned to the CPA, or its designee, if: (1) the CPA, or its designee, requests return of the Archive pursuant to Section I(4); (2) NARA provides the CPA with 45 days prior written notice; (3) the U.S. Department of State does not cause a public notice to be published in the Federal Register under Section IV(1); (4) complete funding cannot be provided in a reasonable timeframe to NARA in accordance with Section V; or (5) there is, at any time, mutual agreement of the parties to terminate the Agreement.

IX. Execution in Counterparts

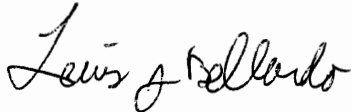
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

X. Effective Date

This Agreement is effective as of August 20, 2003.

This Agreement has been duly authorized and executed by the undersigned.

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION



19 August 2003

Lewis J. Bellardo, Deputy Archivist of the United States

THE COALITION PROVISIONAL AUTHORITY

Patrick F. Kennedy, Chief of Staff

This Agreement has been duly authorized and executed by the undersigned.

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

Lewis J. Bellardo, Deputy Archivist of the United States

THE COALITION PROVISIONAL AUTHORITY



Patrick F. Kennedy, Chief of Staff

[FORM OF RECEIPT]

**ACCEPTANCE OF PHYSICAL CUSTODY OF
THE ARCHIVE**

The National Archives and Records Administration (NARA) hereby accepts and acknowledges receipt of physical custody of certain rare, historic and modern books, documents and parchment scrolls, including rare and modern printed and manuscript materials in Hebrew, Arabic, Judeo-Arabic and English pertaining to the Jewish community of Iraq as described below (collectively, hereinafter the "Archive") pursuant to the terms and conditions of the Agreement between the Coalition Provisional Authority (CPA) and NARA, dated August __, 2003. Based on an on-site assessment made by NARA conservators on June 20-22, 2003 in Baghdad and additional information provided by CPA staff, the Archive presently includes the following:

Trunk 1

Partially full. Tikim.

Trunk 2

Full. Mix of materials: paper files, bound volumes, loose sheets, pamphlets, Hebrew language training pamphlet (multiple copies), newspaper. Paper files contained in mechanical compression storage units ("Elba Rado" [brand or tradename] - "Mathematical Magic") with lightweight front and back covers and rusted metal components. Mix of alphabets (Hebrew and Arabic scripts).

Trunk 3

Full trunk. Appears largely to be loose files in mechanical binders.

Trunk 4

Full. Mix of loose sheets and bound volumes (some appear historical); also some paperback bindings. Materials intermingled and distorted; mold visible. 10 volumes relatively intact but exhibit mold. 9 bindings/units are more severely damaged and exhibit mold, distorted covers and text pages, as well as fragments and random covers. Some evidence of older binding structures (volumes sewn on leather cords), though this could also be an artifact of the bookbinding tradition of the geographic location (s) from which the bindings originated. Numerous bound volumes, some of which had been placed in sealed plastic bags but later removed; a text fragment remains in one bag. In addition, a pamphlet was noted that related to the constitution and rules of the Jewish community in Baghdad, published in 1942 by the Iraq Ministry of Justice.

Trunk 5

Full trunk. Documents, some loose but most appear to be secured in mechanical binders.

Trunk 6

Full trunk. Documents, some loose but most secured in mechanical binders. Printed and manuscript materials.

Trunk 7

Full trunk. Primarily bound materials, though some few loose sheets in mechanical binders. Evidence of possible early binding structures. Several small format volumes and some with limp covers.

Trunk 8

Full trunk. Papers in disarray but appear to be in relatively good condition. Materials include loose sheets (correspondence) in rigid binders, newspaper clippings, color photograph.

Trunk 9

Approximately $\frac{3}{4}$ full trunk. Mix of materials, including volumes sewn on leather thongs, modern printed books, paperbacks, and loose sheets. Also some large format volumes without boards (i.e., covers).

Trunk 10

Full trunk. Appears to be primarily bindings—large and small formats, some old (sewn on leather things), some without boards. Evidence that volumes were originally covered in leather, some boards still retain marbled paper. Some loose sheets.

Trunk 11

Approximately one quarter full trunk. Appear to be printed texts. A mixture of text blocks, detached sheets, and partial; text blocks with no boards.

Trunk 12

Full trunk. A mixture of loose and bound materials (primarily modern), both printed and typescript.

Trunk 13

Full trunk. Primarily loose sheets in mechanical binders, though some sheets are detached. Appears to be printed material with possibly some manuscript text.

Trunk 14

Full trunk. Primarily bindings, with leather detached from boards. A few volumes have intact text blocks, but most a distorted with detached

boards. Some damaged text blocks with detached and crumpled sheets. Many volumes appear old.

Trunk 15

Full trunk. Handle missing from left side of trunk. Small to medium format bindings; age likely varies. Some volumes sewn on cloth tapes, boards detached. Appear to be printed texts.

Trunk 16

Full trunk. Appears to be primarily volumes with printed texts, bindings sewn on cloth tapes. One volume exhibits previous insect feeding (wormholes). Partial imprint visible: Jarowth Dewasch, Lemberg 1863, Druck-von B.Leib Necheles und Abr. Nissen.

Trunk 17

Full trunk. Some sheets attached (frozen) to inner trunk lid. Appears to be primarily loose sheets, some in mechanical binders and others stitched with green string or cord into paper wrappers. Appears to be correspondence: a mixture of printed text, typescript, and manuscript annotations.

Trunk 18

Full trunk. A jumble of loose sheets, in disarray but in good condition; appear to be modern. Printed documents with manuscript notations, some documents in green paper folders. One modern postcard visible.

Trunk 19

Full Trunk. Primarily volumes but some loose files. Hebrew and Arabic texts, one pertaining to Israel and Zionism.

Trunk 20

Three quarters full trunk. A mixture of volumes, pamphlets, files, text leaves and fragments. Boards missing from volumes.

Trunk 21

Almost full trunk. Contents include bound volumes and fragments, possibly some older book structures present (volumes sewn on leather thongs and leather core headbands).

Trunk 22

Full trunk. Materials in disarray. Includes many small format volumes as well as fragments and crumbled detached text leaves. Age appears to vary. Printed texts. Contents include a textile fragment.

ATTACHMENT A

Trunk 23

Almost full trunk. Contents frozen solid. Files in mechanical binders that exhibit rust and distortion but not much evidence of mold. Text fragment visible: "University of London, General Certificate of Education..."

Trunk 24

Approximately half full trunk. A mixture of files in mechanical binders, volumes (some small format with leather spines and decorative paper boards), and paper fragments and crumbled sheets.

Trunk 25

Approximately half full trunk. Contents appear to be primarily volumes, pamphlets, and fragments of text with perhaps some paper files. Evidence of mold, distortion, and detached boards.

Trunk 26

Three quarters full trunk. Mixture of volumes, pamphlets, and files. Many volumes sewn on leather thongs and covered in half or quarter leather. Appears to include some modern materials. The title on the cover of one volume is an Arabic translation of Turkish or Persian text.

Trunk 27

Half full trunk. Contents include approximately 5 bundles containing scrolls and/or fragments of scrolls. The scrolls were wrapped in cotton sheeting and taped closed, though one bundle has an outer wrapping of plastic. To provide minimal disruption, only one package containing scrolls was opened. It contained several folded or rolled units that appeared to be fragments or incomplete scrolls; one retained its wooden dowel or stave.

I have been duly authorized by NARA to accept the Archive on behalf of NARA. I also acknowledge that NARA will at no time acquire or hold any ownership interest in the Archive. I have received the Archive, as described above, in [_____, ____] on August __, 2003.

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: _____
Title: _____