

**AGREEMENT BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND THE
SMITHSONIAN INSTITUTION
CONCERNING THE TRANSFER AND MANAGEMENT OF
NASA HISTORICAL ARTIFACTS**

WHEREAS in the course of its programs the National Aeronautics and Space Administration produces a large number of artifacts, many with great historical value and others with great value for education, exhibition, and other purposes, relating to the development, demonstration, and application of aeronautical and astronautical science and technology of flight, and will continue to acquire such materials; and

WHEREAS such artifacts are unique specimens relating to the science and technology of aeronautics and astronautics, and of flight in the atmosphere and space, which may consist of aeronautical and astronautical objects including, but not limited to, aircraft, space launch vehicles, spacecraft (both manned and unmanned), subsystems of the above, such as rocket engines, pressure suits and personal equipment, instruments, significant recorded data, operating handbooks, drawings, photographs, motion picture film and related documents, audio and video tapes, training devices, simulators, and memorabilia; and

WHEREAS the Smithsonian Institution is charged with the responsibility to preserve for perpetuity artifacts representative of aviation and space flight; to collect, preserve, and display aeronautical and space flight equipment of historical and educational interest and significance; to serve as a repository for scientific equipment and data pertaining to the development of aviation and space flight; and to provide educational material for the historical study of aviation and space flight.

THEREFORE, under the authority set forth in Section 203(c)(6) of the National Aeronautics and Space Act of 1958, as amended (72 Stat. 430; 42 U.S.C. 2473(c)(6); Section 4 of the Act of August 30, 1961 (75 Stat. 415, 20 U.S.C. 80c); and Sections (4) and (8) of the National Air Museum Amendments Act of 1966 (80 Stat. 310, 311; 20 U.S.C. 77a, 77d), the National Aeronautics and Space Administration (hereafter called "NASA") and the Smithsonian Institution (hereafter called "Smithsonian") enter into this Agreement concerning the transfer and management of those artifacts having such historical and educational or other value which have emerged and will emerge from the aeronautical and space programs administered by NASA.

1. NASA shall offer to transfer to, and the Smithsonian may accept such artifacts under NASA control which become available, after programmatic utility to NASA or other government agencies has been exhausted, although, in extraordinary circumstances, exceptions or alternative dispositions can be made by NASA. Before the decision to make an exception or alternative disposition is made, the proposed action shall be referred to the Joint Artifacts Committee (established in paragraph 4, below) for consideration. In addition, the Smithsonian may, pursuant to the procedures contained in paragraph 4, call a special meeting of the Joint Committee to discuss the transfer or

preservation of items of unusual historical interest that NASA has not yet declared to be artifacts. In either instance, if no consensus can be achieved by the Joint Artifacts Committee, the issue shall, upon request of either NASA or the Smithsonian, be referred to the NASA Administrator and the Director of the Smithsonian's National Air and Space Museum (NASM) for consideration. In the event agreement still cannot be reached, the NASA Administrator will decide the issue. NASA undertakes no obligation to provide financial support to the Smithsonian for the storage, transport, preparation, and final transfer of space artifacts.

2. The Smithsonian Institution's National Air and Space Museum will accession into its National Collections and accept responsibility for the custody, control, protection, preservation, and display of such artifacts transferred by NASA both in the Museum itself and on loan to NASA and other appropriate organizations in a manner consistent with the prevailing collections policy of NASM. If NASM refuses a request from a NASA component or visitor center for a loan of a NASA artifact, or states its intention to terminate or not to renew an existing loan to NASA, NASA may call a meeting of the Joint Committee at which the reasons for and possible alternatives to the denial will be discussed. Loans of artifacts to NASA shall be made for periods of from three to five years, with the expectation that renewals will be granted. NASM may specify reasonable curatorial practices to be followed by NASA components or visitor centers with respect to loaned NASA artifacts, and NASA will implement these practices to the extent practicable.

3. In connection with the NASA artifacts transferred to the Smithsonian, it is understood that in no instance shall a NASA artifact be finally disposed of to an agency other than the United States Government, or destroyed, before an opportunity is extended to NASA to reacquire, not on a basis of purchase but of reasonable defrayment of the costs involved, custody, and control of the artifacts. Further, in the event that NASA determines that an item declared an artifact and transferred to the Smithsonian has renewed technical utility with respect to NASA's programs, the NASA Chair of the Joint Artifacts Committee may request NASM to loan the item back to NASA. NASM will make a good faith effort to comply with the NASA request in light of NASA's stated need and the potential impacts on the NASM collection and/or operations. In utilization of this procedure, both NASA and the NASM will work promptly and closely to minimize any adverse impact that the loan could have on NASM operations. Cost of shipping and packaging the item for return to NASA will be borne or reimbursed by NASA.

4. The Smithsonian and NASA will establish a Joint Artifacts Committee to collect information on and consider issues relating to NASA artifacts and their transfer to the Smithsonian. This charter includes but is not limited to, those issues identified for Committee consideration in paragraphs 1 and 2 above. It is anticipated that the Committee will meet at least two times per year, although either NASA or NASM may call a special meeting on 30 days notice.

5. The agreement shall be effective for five years from the date of the latest signature. Unless written notification is given by either party at least six months prior to expiration, it will be renewed automatically for an additional five years.

_____/Signed/_____

Michael D. Griffin
Administrator
National Aeronautics and Space
Administration

_____/Signed/_____

John R. Dailey
Director
National Air and Space Museum
Smithsonian Institution

Date__08/08/2008__

Date__08/20/2008__