

*Robert T. E.*

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

WHEREAS the National Aeronautics and Space Administration has in its possession a growing number of artifacts, many with great historical value and others with great value for educational, 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, sound tapes, training devices, simulators, and memorabilia; and

WHEREAS the Smithsonian Institution is charged with the responsibility of memorializing the national development 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 authority set forth in Section 203(b)(6) of the National Aeronautics and Space Act of 1958, as amended (72 Stat. 430; 42 U.S.C. 2473(b)(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 custody and management of those artifacts having such historical and educational or other value which have emerged and which will emerge from the aeronautical and space programs administered by NASA.

1. NASA will transfer to, and the Smithsonian will accept as rapidly as reasonably possible, such artifacts currently under NASA control and which will become available in the future, after technical utility to NASA or other governmental agencies

has been exhausted and post flight examination has been effected. NASA undertakes no obligation to provide continuing financial support to the Smithsonian, but will provide an agreed initial sum to enable the Smithsonian to begin its work under this Agreement at an early date.

2. The National Air and Space Museum, administered by the Smithsonian, will accept responsibility for the custody, protection, preservation, and display of such artifacts both in the Museum and upon loan to NASA Headquarters, NASA Field Centers, other Federal agencies, museums, and other appropriate organizations.
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.
4. The Smithsonian will establish a Committee on NASA Artifacts to make curatorial decisions on aeronautical and space artifacts with regard to their significance, preservation, and ultimate disposition. Membership of this Committee shall include the Administrator of NASA if he desires to serve, and such designee as he may appoint, representing historical, technical and public affairs views and others qualifying as experts.
5. Continuing liaison shall be maintained between the Administrator of NASA or his designee and the Director, National Air and Space Museum or his designee.

SIGNED: S. Paul Jenkins  
For National Air and Space Museum

DATE: March 10, 1967

SIGNED: S. Dixie Ripley  
For Smithsonian Institution

DATE: Mar 10, 1967

SIGNED: James E. Webb  
For National Aeronautics and Space Administration

DATE: March 3, 1967