

PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

February 6, 1995

TO: David, File

FROM: Sheryl

RE: NARA 2/3/95 memo re Zapruder settlement proposal

After reviewing the memorandum Chris Runkel from NARA sent over last Friday, I have the following some questions that I plan to raise at this afternoon's meeting. Please let me know if you have any questions or thoughts on this before the meeting this afternoon. I also plan to talk briefly about the proposed interpretive regulations that will be in the Federal Register on Wednesday and to bring over copies of the advance draft to distribute.

A. General Questions:

1. What is our deadline to respond?
2. Have we heard anything from Jamie Silverberg since his letter in early January
and my response referring him back to NARA?

3. Has NARA filed an official request with the Board for a ruling on whether the film is an "assassination record"? If so, when?
4. Do they see any effect on the settlement process from the fact we have issued proposed interpretive regulations addressing the "assassination record" definition?
5. What is the status of the issue regarding actual current ownership of the film?
Does NARA have any additional information on the factual background of the transfer from Time-Life?

B. Questions re the proposed settlement terms:

- Paragraph 1. Perhaps add in a clause after ". . . withdraw" saying they "agree not to raise [it] again in the future."
- Paragraph 2. What is the effect or intent of the language "related holding"? Is this in lieu of declaring it an "assassination record"? Does this just intend that the Board not declare it an "assassination record" before the Zapruders have donated the material to the

Collection

and had their IRS tax deduction finalized?

*Paragraph 3.
expire*

*Do we need to do this? Why not just let the copyright
under the law? Or do they need to do this as part of*

their tax

deduction?

*Paragraph 4.
record*

*It is unlikely the Board will agree not to decide the film's
status. Why does NARA feel this is important?*

Paragraph 5.

A hold harmless clause here is probably a good idea.

Paragraph 6.

Perhaps add a reference to paragraph 8, as well?

*Paragraph 7.
include*

*What is meant here by "derivative works"? Does that
only what exists now, like photographs of individual
frames, or
materials potentially produced in the future, as well?*

frames, or

Paragraph 8.

Agree -- no questions.

*Paragraph 9.
decision that*

*Does this assume that the Board has already made a
the prints are "assassination records"? Doesn't this*

contradict

Paragraph 4's statement that the Board will not decide

the film's
this before
should
not to

status as an "assassination record"? Can they agree to
a Board decision one way or another? Perhaps a clause
be added in the second sentence that LMH will also "agree
bring any such claims in the future".

Paragraph 10. Why is this included? Just to avoid the issue in the
future?

Paragraph 11. Agree -- no questions.

Paragraph 12. What is the current procedure?

Paragraph 13. Agree -- no questions.

Paragraph 14. IRS issue -- how do we handle this?