

## ROUTING AND RECORD SHEET

SUBJECT: (Optional)

Documentation re "Church Papers"

FROM

Director of Information Services  
1205 Ames

EXTENSION

NO

DATE

20 December 1984

TO: (Officer designation, room number, and building)

DATE

OFFICER'S INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. Director, OLL  
7D45 HDQS

Chuck:

2.

1. When I sent you the "Church Papers" press release and the index last week I was not quick enough to remember another document of direct relevancy.

3.

4.

2. Attached is a copy of Senator Church's deed of papers to Boise State University. Please note paragraph 5 at the bottom of page 2 of the deed. I think you could reasonably argue that the Senator put this deliberately in the deed to protect classified material known to exist in his papers. I think we could also argue that by the language he used he meant for Boise State to comply with procedures of law or executive order governing the handling of classified material.

5.

6.

7.

8.

9.

3. I still don't know what the big deal is:

10.

11.

Ben

12.

Attachment:  
Senator Church's Deed of Papers

13.

DDA:D/OIS

14.

Distribution:  
Original & 1 - Addressee  
1 - OIS Chrono  
1 - OIS SUBJECT

15.

822 FIFTH AVENUE  
NEW YORK, N. Y. 10022  
212-879-8000  
666 SOUTH FLOWER STREET  
LOS ANGELES, CA 90071  
213-688-1000

1333 NEW HAMPSHIRE AVE., N.W.  
WASHINGTON, D. C. 20036  
802-785-1600  
CABLE: WHITSOM, D.C.

100 FIELD POINT ROAD  
GREENWICH, CONNECTICUT 06030  
203-669-3000  
170 OLD COUNTRY ROAD  
PLAZOLA, N. Y. 11901  
516-768-7888

March 6, 1984

Dr. John Keiser, President  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

Dear Dr. Keiser:

[redacted] and others have reported to me on the events of last week regarding the gift of my papers to Boise State University. I must say how pleased I am with the commitment and zeal which you and Boise State have enlisted in securing the funds needed for transporting, housing and processing the papers. It is a great solace to me knowing that they will be preserved for research in the library overlooking the Boise River.

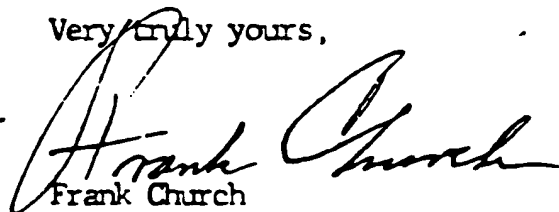
STAT

In order to transfer legal title to the collection, I have had the enclosed "Acknowledgement of Gift" prepared, which follows closely the agreement I signed with Stanford University. I hope it is satisfactory for your purposes, but if you have any changes, please let me know through [redacted] who has discussed some of the provisions with [redacted]. If you have no changes, please sign both copies and return one to me.

STAT

Again, my sincere thanks and warm regards,

Very truly yours,

  
Frank Church

Enclosure

FRANK CHURCH CHAIR OF PUBLIC AFFAIRS

BOISE STATE UNIVERSITY

Acknowledgement of Gift

Frank Church, herein referred to as the "donor," of Bethesda, Maryland, hereby transfers and conveys to Boise State University, hereinafter referred to as the "donee," all of the donor's legal title to the following materials to become a part of the Frank Church Chair of Public Affairs at Boise State University:

The collection of papers, correspondence, manuscripts, printed material, tapes, films, photographs, and memorabilia, heretofore transmitted to the Boise State University by the donor, the same to be referred to hereafter as the "Collection."

This gift is absolute and irrevocable, subject to the following conditions:

- 1) The Collection shall be maintained by Boise State University as a separate collection identified as the Senator Frank Church Collection;
- 2) With the permission of the donee, materials may be added to the collection by the donor, the donor's executors, or by members of the donor's family or by the donor's colleagues or associates. Materials so added shall become subject to the terms and conditions contained herein, unless other arrangements are mutually agreed upon in writing;

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3) Materials deemed inappropriate for retention by the donee as part of the Collection may be disposed of by the donee, provided that prior to any such disposal the donor or his executor shall be notified thereof, and at the donor's or his executor's request, designated materials proposed for disposal shall be returned to the donor or his executor;

4) Access to the Collection is restricted to Boise State University personnel for archival processing; to the donor and his wife and children; and to researchers with the permission of the donor or his executor (during the University's hours of public use, with the right to copy materials at the user's expense but not to remove the materials from the Collection), for a period of two (2) years from the date that the Collection was received by the donee; thereafter, the Collection shall be made available for research, in accordance with the donee's rule and general policies, subject to the fair use provisions of the copyright law, and to the literary property rights of authors of material in the Collection not authored by the donor; provided, however, that all case files, i.e. material and correspondence relating to requests for service or services rendered to any person by the donor, shall be sealed for a period of ten (10) years from the creation of the file; and provided further that the donor or his executor may at any time release the restrictions on access to all or any specified materials in the Collection.


5) Notwithstanding any other provision hereinabove set forth, in the case of materials which are security classified pursuant to law or executive order, access shall also be subject to the procedures

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established by law or executive order governing the availability of such information.

It is understood that further specification or modification may become advisable with respect to the Collection and provisions for access to it. Any such specification or modification, if agreed upon between the donor or his executor and donee, shall be set forth in writing signed by both parties.

Date March 7, 1984

  
Donor

Date March 23, 1984

  
President, Boise State University

ASSIGNMENT OF COPYRIGHT

I, Frank Church, expressly give and assign to Boise State University, as part of my gift of the Senator Frank Church Collection and subject to the terms thereof, my entire copyright interest, including all of my literary property rights of whatsoever kind in those documents and other writings included in the gift property of which I am the author and have any such literary property rights.

Date March 7, 1984

Frank Church  
Donor

STAT

Date March 23, 1984

John H. Keenan  
President, Boise State University