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### Office of the Chancellor

320 Signers' Hall, P.O. Box 757500, Fairbanks, Alaska 99775-7500

May 9, 2014

Tim McKeever  
Chairman of the Board  
Ted Stevens Foundation  
P.O. Box 92861  
Anchorage, AK 99509-2861

Dear Mr. McKeever:

I am writing in response to your letter to President Gamble dated April 8, 2014 regarding the July 2009 deposit at the UAF Rasmuson Library of Senator Ted Stevens' congressional papers (the Collection).

As you know, the Collection consists of documents and recordings amassed during the senator's 40 year career in the senate. It includes all records and other documents maintained by the senator's D.C. and Alaska offices. The library received approximately 4,500 boxes of materials at the start of the project.

The Collection is subject to a detailed depository agreement (Agreement) that provides for a 10-year loan of the papers to UAF. You negotiated the Agreement on behalf of the senator over the course of several months in late 2008 and early 2009 as he was leaving office and attempting to find a temporary home for this massive collection. During these negotiations, the senator understandably sought restrictions on access to not only protect confidential information but to avoid disclosure of personal or otherwise problematic materials.

The University's goal in negotiating the Agreement and in processing the collection is to provide research and public access to public materials. The University understands that to do so, it must comply with the Agreement. The Agreement contains detailed provisions related to access, restrictions on access, and requirements for consultation with the senator's representatives and/or family. These access details account for about 2.5 pages of an 8 page Agreement (not counting the three addenda). As a result, processing is not a trivial or ministerial task.

In keeping with archival standards, and because any box might include classified material (unlikely), confidential proprietary material, family/personal material of the senator,

confidential constituent material, personnel material of staff or appointees, or other sensitive details within otherwise benign documents, each box needed to be carefully reviewed to determine its contents.

Despite the enormity and complexity of the task, staff under a highly qualified archivist recruited for the purpose preserved the Collection, organized and secured it in the Rasmuson Library on appropriate shelving with climate and security controls. Because of the extent of the Collection and the need to provide secure processing and eventual research access, the shelving alone cost over \$400,000.

Significantly, and consistent with UAF's original goal and the terms of BP Exploration's gift, staff have completed the macro level processing of all boxes, created an online presence, digitized items in the public domain, and expect to complete the Collection "finding aid" in print and electronic formats by June of this year.

Macro level processing means that archive staff have determined types of materials in each box, labeled each box, cataloged each box in a searchable database, and replaced damaged or deteriorating boxes and folders as needed. Forty boxes of photographs have been described at the item level. Most (65%) of audiovisual materials have been processed at the item level. 300 boxes of books, 200 boxes of constituent case files and 20 boxes of objects have been identified as needing no further processing.

Because the Agreement does "not [require] review of every document in a sub-collection (portion of the Collection) that reasonably may be expected to contain only unrestricted material," work to date places the library in a position where, under the terms of the Agreement, it can begin offering access to folders containing unrestricted portions of the Collection in 2015, when the five-years-after-death blanket restriction on access expires. Given the short duration of the loan, macro level processing sufficient to provide public access to unrestricted portions of the Collection is UAF's primary goal and completely consistent with explicit provisions of the Agreement.

By contrast, recent discussions with the Stevens Foundation and your letter suggest that the Foundation's goal is "Item Level" processing of the entire collection, with completion before any public access is permitted. As proposed, "Item Level" processing would require individual review of every page of every document in the entire Collection. Such processing is of course very expensive and time consuming. While the Agreement does not require such processing (nor does it anticipate digitizing the entire collection), UAF responded to the Foundation's request for detailed cost estimates to complete "Item Level" processing and digitization. UAF also provided and recommended alternatives that are orders of magnitude less expensive than the one that UAF labeled "impractical." Unfortunately, that "impractical" high-cost alternative was the only one you mentioned in your letter.

Completing "Item Level" review, and doing so for the entire Collection before public access, would preclude any access to the Collection by the public during the remainder of the

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Agreement's term. Insistence on that approach would place UAF and the Stevens Foundation at a crossroads where our goals may fundamentally diverge.

In addition to the funds provided by BP Exploration and the Pollock Conservation Cooperative, UAF has expended almost \$200,000 of University unrestricted funds and committed an additional \$150,000 through June 2015, including all costs of the Project Archivist since July 2013, in order to accomplish UAF's goal of processing the Collection to the point of readiness for public access. Having met that goal, UAF's resources must turn from further processing of what remains a privately owned Collection to making unrestricted parts of the Collection available to the public and to addressing other pressing library needs.

We look forward to joining with the Foundation and the Stevens family in opening these important materials—with all the insights and knowledge they contain—to the people of Alaska, students, and to researchers and admirers of the Senator from around the world. However, under the circumstances, we should determine whether our goals with respect to further processing of the Collection are compatible before any further private or public funds are raised for or expended on processing by UAF. I look forward to meeting with you at your earliest convenience.

Sincerely,



Brian D. Rogers  
Chancellor

cc:

Catherine Stevens

Patrick Gamble, President, University of Alaska

Carla Beam, President, University of Alaska Foundation

Provost Susan Henrichs, University of Alaska Fairbanks

Bella Karr Gerlich, Dean of Libraries, University of Alaska Fairbanks

Mike Hostina, General Counsel, University of Alaska

Enclosures (Deposit Agreement; Processing Estimates)

**Agreement for Deposit of Records and Memorabilia  
Between  
Ted Stevens  
And  
The University of Alaska**

WHEREAS Ted Stevens has devoted his life to the service of the United States, the State of Alaska and all their citizens; and

WHEREAS Ted Stevens' service in the United States Army Air Corps, the United States Department of the Interior, the Alaska State Legislature and the United States Senate has spanned more than six decades, including the years during the statehood fight and immediately after statehood; and

WHEREAS the records and historical memorabilia developed over that time have significant historical and academic value and can provide a very valuable source of insight for scholars if properly catalogued and housed; and

WHEREAS the records may include information about individuals and other matters that the parties wish to protect; and

WHEREAS Ted Stevens and the University of Alaska wish to ensure that the public has the benefit of access to material of historical significance while providing appropriate safeguards;

NOW THEREFORE Ted Stevens and the University of Alaska (collectively known hereafter as the Parties) agree as follows:

1. Ted Stevens (hereafter Depositor), does hereby deposit with the University of Alaska (hereafter University) certain records and historical memorabilia related to Depositor's career as a public servant as described below. The Depositor and his estate are not obligated by this Agreement to execute a deed of gift or otherwise to transfer title to the items which are subject to this Agreement and the Depositor may in his absolute discretion elect to either defer indefinitely a decision whether to execute such a deed of gift or to decline to ever execute such a deed of gift. The parties agree that any deed of gift or other transfer of title to the University may supersede or replace the terms of this Agreement including terms regarding access and use.
2. The records and historical memorabilia which the Depositor lends and the University accepts (hereafter The Collection) shall be described generally in Addendum A to this Agreement. Addendum A is attached hereto and incorporated herein, and shall be acknowledged by Depositor by March 1, 2009, and by the University upon receipt of the Collection.
  - a. If the Parties or Depositor's estate agree to include additional material in the Collection at some future date, that material shall be described in additional addenda. Any such additional material shall be subject to the terms of this Agreement unless the parties mutually agree in writing to amend this Agreement.
3. Except as otherwise provided herein or unless title to the Collection is earlier transferred to the University, the loan shall continue for a term of 10 years, at which time the Parties may mutually agree to extend the term or the Collection shall be returned to Depositor at Depositor's expense.
  - a. Depositor or his designee may, at Depositor's sole discretion, terminate this Agreement prior to the end of the term upon 180 days written notice and upon payment to the University of the actual costs incurred by the University for cataloging, preservation, storage, and shipment of the Collection, less any funds

donated or otherwise provided to the University for the specific purpose of defraying some or all of those costs. Costs shall include but not be limited to pro rata costs of personnel, supplies, and equipment, as well as the reasonable and customary overhead of operating and maintaining University owned space, and the actual pro rata cost of any archival storage space acquired by the University for, or as a result of, housing the Collection. If this agreement is terminated as a result of a transfer of title to the Collection to the University, the Depositor or his heirs, successors or assigns will not be responsible for any costs as described in this paragraph.

- b. In the event of a substantial and material breach of this Agreement that remains uncured for 30 days after written notice of breach is given, the non-breaching Party may terminate this Agreement upon 30 days written notice. If termination results from a substantial and material breach of this Agreement on the part of the University, the University:
    - i. Shall bear the cost of packing and shipping the Collection to a single location as may be selected by the Depositor or his designee, which costs shall not be recovered by the University; and
    - ii. Acknowledges that the Depositor shall not be obligated to reimburse the University for those costs described in para. 3(a) of this agreement but only to the extent the Depositor incurs monetary damage as a direct result of such breach.
4. University library facilities in the city of Fairbanks, Alaska (hereafter Library) will be the location for the Collection during the term of this Agreement. Historical memorabilia may also be displayed at other locations in accordance with the provisions of this Agreement. Depositor is responsible for arranging for the initial transportation of the Collection to the Library. At the expiration of the term of this Agreement, the Parties may, but are not required, to agree to transfer the Collection to University library facilities in the Municipality of Anchorage and extend the Agreement, provided that such facility is then able to accommodate and properly store, process and make use of the Collection. In the event of such an agreement for transfer at the end of the term, the Depositor shall not be responsible for any of the costs as described in para. 3 (a) above, provided however, that the Parties shall allocate shipping costs to the Anchorage facility in any agreement to transfer that they may reach.
5. The Parties wish to make the Collection available for research, scholarship and public access at an appropriate time following deposit, but recognize that the Collection may contain material which should not be accessed or for which access should be delayed or restricted. The University shall provide and restrict access to the Collection as follows and in accordance with the terms of this Agreement:
- a. **General Restriction on Access** Except as otherwise provided in this agreement access to the Collection shall not be available or accessible to persons until 5 years after the death of the Depositor.
  - b. **Personal, Private Material of the Depositor** – Depositor does not intend to include Personal Material in the Collection. Personal Material, as used in this Agreement shall refer to
    - i. Correspondence, notes, and memoranda related to communications between the Depositor and relatives, including his wives (Catherine Bittner Stevens and Ann Cherrington Stevens), children (Susan, Elizabeth, Walter, Ted, Ben and Lily) and their spouses, grandchildren and their spouses, siblings of the Depositor or his wives

and spouses of siblings, parents, uncles or aunts or first cousins of the Depositor and his wives (hereafter Relatives). Depositor shall list the names of all such Relatives in Addendum B to this Agreement, which shall be provided to the University no later than March 1, 2009 and shall be attached hereto and made a part hereof;

ii. Documents related to any communications between or among any Relatives as defined above;

iii. Documents (or any portions thereof) related to any communications between or among third persons which discuss personal matters of the Depositor or his Relatives;

iv. Documents relating to financial matters, investments, bank accounts, insurance, taxes, employment, compensation, business, professional, income, purchase, sales, payment, property, gifts, financial and legal matters concerning or involving the Depositor or his Relatives;

v. If Personal Material is identified by either Party as being in the Collection, such material shall be removed from the Collection, and copies shall be provided to the Depositor or his designee within 30 days of their discovery. The Depositor or his designee shall within 30 days of receipt of the copies, advise the University whether he wishes the material to be removed from the Collection or retained as part of the Collection subject to para. 5(b)(vii). Any Personal Material removed from the Collection shall be returned to the Depositor or his designee at University expense and no copies shall be retained by the University;

vi. If the staff of the University has any question about whether particular document(s) contain Personal Material, they shall remove the documents from the Collection and provide copies of the document(s) to the Depositor or his designee and the Depositor or his designee shall have sole discretion to determine: a) if the questioned items involve Personal Material; and b) whether the items should remain in the Collection and if so under what additional limitations on access;

vii. Any Personal Material which remains in the Collection shall not be made accessible for a period of 50 years from the date of Depositor's death.

c. **Classified Material**--It is not anticipated that any Classified Material is included in the Collection. Classified Material shall include material marked as subject to a security classification, or otherwise identified by the Depositor or cognizant government authority as such. If any Classified Material is located in the Collection, the Depositor, during his lifetime, shall determine if such material shall be referred to the Office of Senate Security or its successor agency (hereafter OSS). After Depositor's death any such material shall be referred by the University to the OSS. Any disputes regarding the ownership or control of such records shall be between the Depositor and the OSS, and the University shall handle such material in accordance with direction from the Depositor during his lifetime.

d. **Other Confidential Material** -- Other Confidential Material, as defined in this paragraph, shall not be made generally accessible for 50 years from the date the material was created or received by the Depositor, or for five years after the death of the Depositor, whichever date is later, except where a longer period may be provided by law. Other Confidential Material shall include:

i. Personal, sensitive material related to third parties, the release of which would constitute an unwarranted invasion of personal privacy, including but not limited to constituent or casework files, personnel files, medical records, and files of candidates for appointive positions;

ii. Material relating to investigations of individuals and organizations;



- iii. Material containing derogatory comments about the personal characteristics of third parties. Where access to a document otherwise would not be restricted under the terms of this Agreement, a copy may be made fully accessible with such derogatory comments redacted.
- iv. Material which is marked as subject to a nondisclosure agreement with a government agency;
- v. Commercial or financial information, including Trade Secrets, geological data, etc., of a type that would be excepted from disclosure under 5 USC Section 552(b) (Exceptions to disclosure under FOIA) if that section were applicable to the Collection;
- vi. Material containing information or statements the disclosure of which is prohibited by law shall remain confidential for so long as required by law.
- vii. If the staff of the University has any question about whether particular document(s) contain Confidential Material, they shall remove the documents from the Collection and provide copies of the document(s) to the Depositor or his designee and the Depositor or his designee shall have sole discretion to determine: a) if the questioned items involve Confidential Material; and b) whether the items should remain in the Collection and if so under what additional limitations on access;
- e. **Material in the Public Domain-** Material already in the public domain, such as final versions of public speeches, newsletters, press releases, clippings, radio and television shows etc., are not subject to the restrictions of para 5 a, b, c and d,
- f. **Exceptions to Restricted Access** - The restrictions on access contained in this agreement shall not apply to the following:
  - i. The Depositor or individuals acting for the Depositor designated in writing by the Depositor;
  - ii. Staff of the University Library, under the supervision and control of the Library Archivist, to the extent necessary to perform acts authorized by this Agreement, including to process, index, catalog, store and preserve the material, and to respond to requests for access to the material or reproductions thereof as may be permitted or required by this Agreement. However this exception does not permit staff of the library to allow access for other purposes or to conduct research using the Collection.
- g. **Access**
  - i. The University may provide access to unrestricted material which is commingled with restricted material, provided that the integrity of the underlying files or their organization is preserved and restricted material is not released to the public by the University;
  - ii. Pursuant to this Agreement and any amendments hereto, the University may provide individuals access to portions of the Collection (sub-collections), provided that the University shall exercise reasonable care with respect to determining whether any sub-collection of records is subject to access restrictions as provided by this Agreement. Reasonable care shall not include review of every document in a sub-collection that reasonably may be expected to contain only unrestricted material. Reasonable care shall include pre-review interviews with individuals who seek to access the Collection to acquaint them with the restrictions on release of certain types of documents, and the further requirement that individuals accessing unrestricted sub-collections execute the confidentiality agreement incorporated herein and attached as Addendum C which describes restrictions applicable to any material restricted by this Agreement.

- iii. The University may from time to time, but no more often than once each quarter, request that the Depositor or his designee review written requests by the University for release of specifically identified records of high public interest which have been fully processed, have been reviewed for the purpose of identifying material subject to any of the restrictions as described in this Agreement and for which finding aids have been completed. Depositor or his designee shall review such requests within 60 days of receipt and may, in his sole discretion, waive or modify any restrictions on access in writing.
6. Those portions of the Collection not subject to access restrictions in this Agreement shall be made available equally to researchers, scholars and the public under such terms and conditions as the University Library Archivist may determine necessary to ensure safety, preservation, and compliance with this Agreement. The University may provide researchers access to portions of the Collection which are not restricted as a class, but which may contain restricted material, provided that the University complies with the requirements of paragraph 5.g.ii. of this Agreement with respect to pre-review interviews and confidentiality agreements.
7. In the event the University receives a facially valid subpoena or search warrant from a court or administrative agency of competent jurisdiction for access to any part of the Collection, to the extent permitted by law, the University shall provide notice to the Depositor or his designee at the address specified below prior to complying. The Depositor shall be responsible for any expense of resisting such demands and enforcing his rights. However, if a subpoena or search warrant arises solely as a result of actions or conduct of the University or others acting on its behalf, the University shall bear the cost of resisting any subpoena or search warrant for information restricted under this Agreement.
8. The University shall exercise the same standard of care it uses for other rare and valuable material in its collection at the site selected by Depositor. The Collection shall be maintained by the Library in conditions meeting professional standards for the archival storage and preservation of historical papers and material, including the maintenance of confidentiality as provided by this Agreement. If the University proposes to store any of the material outside of University property, the University will consult with Depositor or his designee in advance. The University shall be liable only for loss or damage to the Collection that results from its failure to exercise such care in accordance with the terms of this Agreement, or from its willful acts. Depositor may insure the collection against loss or damage. Upon compliance with Depositor's reasonable directions for return the University shall have no further liability for damage to the Collection.
9. The University, in its sole discretion, may catalog the Collection, transfer records to other formats, and take other steps it deems appropriate to preserve the Collection in accordance with generally accepted archival principles and practices. Notwithstanding any other provision of this Agreement to the contrary, Depositor specifically acknowledges that given the temporary nature and short duration of this Agreement, such steps, including preservation or transfer to other formats of parts of the Collection that otherwise may deteriorate, may not occur absent funding from external sources dedicated to the purpose, and that failure to take such steps shall not constitute a breach of the University's duty of care. Such records and cataloging shall become part of the Collection and shall be subject to the provisions of this Agreement.



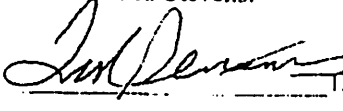
- a. During the term of this Agreement the University may, after consultation with Depositor, provide to other libraries digital copies of parts of the Collection that are not restricted from public access by the terms of this Agreement;
  - b. At the conclusion or termination of this Agreement, the University may:
    - i. Retain copies of any catalogs or indices the Library may create;
    - ii. Retain digital copies of parts of the Collection that are not restricted from public access by the terms of this Agreement, and may provide public access to such digital copies in accordance with the terms of this Agreement. No costs of preparing digital images shall be included under section 3(a) above so long as the University retains digital copies.
10. The Collection shall be accessible to Depositor or individuals designated in writing by the Depositor or his designee. The University shall make material in the Collection available to the Depositor or his designated representative at the University Library during normal business hours, and at other reasonable times and through other reasonable methods, including provision of digitized material, reference, reproduction and delivery services, as may be agreed from time to time by the Parties. The University shall provide suitable space for the Depositor or his designee at the Library during times when access to the Collection is needed by Depositor.
11. Depositor reserves the right to borrow from the Collection such records or historical memorabilia as he may wish for personal use, examination or display. Such withdrawals shall be reasonable in scope, shall be duly receipted, and returned to the University within 90 days.
12. The University may, from time to time, in its sole discretion, determine that certain items provided by Depositor have no permanent value or historical interest and are not required for or suitable to maintain with the Collection. If so the University shall notify the Depositor or his designee in writing of its determination. The Depositor or his designee may, within 60 days after notice, direct that such items be returned to him or to such other single location as he may determine, at the University's expense. Thereafter the University may offer such items as are not restricted from public access by the terms of this Agreement to other libraries, museums, or similar institutions, or may dispose of such items in accordance with accepted archival principles and practices.
13. The Parties believe in good faith that the Collection and its contents are not "Public Records" as defined by either state or federal law and are not subject to general public disclosure either under the federal Freedom of Information Act, or the Alaska Public Records Act. Should any court of competent jurisdiction determine that these records are, as result of being deposited with the University, subject to public inspection and not subject to the restrictions in this Agreement, this Agreement shall be immediately terminated and the Collection shall be returned to the Depositor or his estate as soon as practicable. The University shall deny any public records request for material in the Collection made under the Alaska Public Records Act, and if such denial is appealed to superior court, shall defend such an appeal provided that Depositor reasonably cooperates with the University, including by intervention in appellate proceedings as may be permitted by the court, at Depositor's expense.
14. The Depositor reserves for himself, his heirs, successors or assigns.

- a. All his literary property rights in any works commercially published prior to this time that he has written or to which he has contributed, including but not limited to, any statutory copyright or contractual rights therein;
  - b. All his literary property rights in any other works he may hereafter write for publication or to which he may hereafter contribute for publication based in whole or in part on the Collection, included but not limited to, any statutory copyright or contractual rights in such works and including the right to license any publisher of such works;
  - c. The non-exclusive right to make any literary use of the Collection.
  - d. Depositor is solely responsible for enforcement of any literary property rights. Depositor specifically acknowledges that Section 105 of the Copyright Act provides that copyright protection is not available for any work prepared by an officer or employee of the US Government as part of that person's official duties, and Depositor hereby grants permission for use of any works he created in the course of his official duties.
15. The Depositor may from time to time designate in writing a representative to act on his behalf in the administration of this Agreement. Upon the Depositor's death any designations he has made shall be revoked and the personal representative of his estate shall have the power to designate a representative to act on the estate's behalf in the administration of this Agreement. The designated representative shall have the full power to act on behalf of the Depositor and/or his estate or heirs except that the representative may not take any action which purports to transfer title to the Collection to the University.
16. The recitals to this Agreement are considered part of the Agreement between the Parties, but headings are not. As used in this Agreement, and except as specifically provided otherwise, the term "Depositor" shall include the Depositor's estate.
17. This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior Agreements or understandings (whether or not in writing) pertaining to the Collection. The Parties represent and acknowledge by executing this Agreement that this is the sole agreement between the Parties, that the Parties do not rely and have not relied upon any other agreement, representation or statement made by any officer, director, manager, agent, employee, or representative of the Parties with regard to the subject matter, background, or effect of this Agreement, except as expressly set forth in the text of this Agreement. This Agreement may be modified by mutual agreement, but only by a writing signed by both Parties.
18. This Agreement is made and entered into in the State of Alaska, and the laws of Alaska shall govern its validity and interpretation and the performance of the Parties of their respective duties and obligations without regard to the principles of conflicts of law. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of the State of Alaska.
19. Notices as required by this Agreement shall be effective upon deposit in the United States Postal Service addressed to the recipient at the address provided below or to any new addresses provided in writing to the other party.

20. Nothing in this Agreement is intended to create rights in any individual or institution that is not a party to this Agreement, nor is it intended to create an enhanced standard of care with respect to any such individual or institution.


21. This Agreement is and shall be binding upon the Parties and their heirs, executors, administrators, legal representatives, successors and assigns.

Senator Ted Stevens:

  
Date: 2/13/09

Address:

For the University of Alaska:

  
Date: 2/17/09  
Mark Hamilton, President

Address:

Suite 202 Butrovich Building  
910 Yukon Drive  
PO Box 755000  
Fairbanks, AK 99775-5000

# **Addendum A**

to

## **Agreement for Loan of Senatorial Records and Memorabilia**

**Between**

**Ted Stevens**

**And**

**The University of Alaska**

The following are the materials subject to the **Agreement for Loan of Senatorial Records and Memorabilia Between Ted Stevens And The University of Alaska** dated February , 2009.

1) 4562 archival boxes containing files, records and other material from the Washington DC office of Senator Ted Stevens for the period from 1968 to 2008. A portion of these boxes ( approximately \_\_\_ ) for the period from 1968 to 2004 are detailed in a database using the following software: Access. This database is "read only" and to the extent possible an electronic copy will be provided. A hard copy print out of the contents of the boxes which are covered by this data base will be provided under separate cover.

2) 25 archival boxes containing files, records and other material from the Fairbanks office of Senator Ted Stevens from the period from 1968 to 2008.

3) 243 archival boxes containing files, records and other material from the Anchorage and state offices (other than Fairbanks) of Senator Ted Stevens from the period from 1968 to 2008. The contents of these boxes are detailed in a notebook a copy of which will be transmitted.

Under separate cover, a copy of the database described above is being provided to the University. If possible an electronic version will also be provided.

By its signature below, the University is not acknowledging receipt of all records detailed on that database list but is simply indicating receipt of the boxes as described herein.

# Addendum A

to

Agreement for Loan of Senatorial Records and Memorabilia

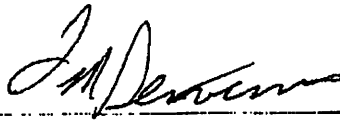
Between

Ted Stevens

And

The University of Alaska

Sending Acknowledged by Depositor: \_\_\_\_\_



Date:

2/13/09

Receipt Acknowledged by University: \_\_\_\_\_

Date:

**Addendum B – List of Relatives**

to

**Agreement for Loan of Senatorial Records and Memorabilia**

**Between**

**Ted Stevens**

**And**

**The University of Alaska**

# **Addendum C**

to

## **Agreement for Deposit of Senatorial Records and Memorabilia**

**Between**

**Ted Stevens**

**And**

**The University of Alaska**

### **Stevens Collection Confidentiality Agreement**

#### **Providing for Access, Nondisclosure, Defense, Indemnity and Damages**

As a condition precedent of obtaining research access to the Ted Stevens Collection (hereafter Stevens Collection), as described below, located in the University of Alaska Fairbanks Rasmuson Library, I covenant that the information provided by me below is true and complete.

I further agree that I have read, understand and accept the following terms which restrict access and use of materials in the Stevens Collection:

1. The following material is closed:
  - a. Correspondence, notes, and memoranda related to communications between the Depositor and relatives, including his wives (Catherine Bittner Stevens and Ann Cherrington Stevens), children (Susan, Elizabeth, Walter, Ted, Ben and Lily) and their spouses, grandchildren and their spouses, siblings of the Depositor or his wives and spouses of siblings, parents, uncles or aunts or first cousins of the Depositor and his wives (hereafter Relatives). A list of the names of all such Relatives is attached hereto and made a part hereof;
  - b. Documents related to any communications between or among any Relatives as defined above;
  - c. Documents (or any portions thereof) related to any communications between or among third persons which discuss personal matters of the Depositor or his Relatives;
  - d. Documents relating to financial matters, investments, bank accounts, insurance, taxes, employment, compensation, business, professional, income, purchase, sales, payment, property, gifts, financial and legal matters concerning or involving the Depositor or his Relatives;



- e. Materials marked as subject to a security classification, or otherwise identified by the Depositor or cognizant government authority as such;
  - f. Personal, sensitive material related to third parties, the release of which would constitute an unwarranted invasion of personal privacy, including but not limited to constituent or casework files, personnel files, medical records, and files of candidates for appointive positions;
  - g. Material relating to investigations of individuals and organizations;
  - h. Material containing derogatory comments about the personal characteristics of third parties,
  - i. Material which is marked as subject to a nondisclosure agreement with a government agency;
  - j. Commercial or financial information, including Trade Secrets, geological data, etc., of a type that would be excepted from disclosure under 5 USC Section 552(b) (Exceptions to disclosure under FOIA) if that section were applicable to the Collection;
  - k. Materials described in paragraphs a-d above shall be restricted from access for 50 years after Senator Stevens' death. Materials described in paragraphs f-j shall be restricted for 5 years after Senator Stevens' death or for 50 years after they were received or created by Senator Stevens whichever is later.
  - l. Materials not subject to the restrictions on access stated above are nevertheless not accessible until five years after the death of Senator Stevens, unless:
    - i. the material is already in the public domain; or
    - ii. the restrictions have been waived or modified in writing by Senator Stevens.
2. If, in the course of my research, I should obtain access to any information in the Stevens Collection which may be closed as set forth above, I shall immediately notify the staff of the Archives & Special Collections of this discovery and request that appropriate action be taken. I shall make no use whatsoever of closed information, including without limitation, by publication or any other disclosure. However, when I have obtained access to information in a record that contains both closed and open information, I shall thereafter be given access to the open information in that record provided that I act in accordance with this provision.
3. I acknowledge that other individuals, corporations, and other third parties may have rights implicated by my access to or disclosure of material in the Stevens

**Stevens Collection Confidentiality Agreement**

Collection, for example, rights of privacy, of association, of copyright (including without limitation, common law, statutory, executive agreement or treaty), of literary property, and the right not to be defamed, have defamatory statements published, be harassed or otherwise injured.

4. I accept full responsibility for protecting the rights of third parties with respect to my access to and use of the Collection and agree to indemnify and hold harmless the University of Alaska, its Regents, officers, employees, legal representatives and agents, and Senator Stevens, his estate, executors, administrators, legal representatives, heirs and agents, from any claim by or liability to third parties which may arise out of or in connection with my access to or use of the Stevens Collection, including without limitation, damages, the costs and expenses of litigation, and of attorneys, including attorney's fees.
5. I acknowledge that an award of money damages relating to any breach of this Agreement arising out of or resulting from an unauthorized use or disclosure of closed information would be inadequate and any such breach would cause Senator Stevens, the University, and affected third parties irreparable harm. Accordingly, I agree that, in the event of any breach or threatened breach of this Agreement involving closed information, an affected party or individual will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or in equity.
6. **I acknowledge that I have been advised to consult with an attorney before signing this agreement and that I have signed it freely and voluntarily.**

Date: \_\_\_\_\_

Researcher Name (Signature) \_\_\_\_\_

Researcher Name (Print) \_\_\_\_\_

Government Picture ID Type and Number \_\_\_\_\_

Researcher Address: \_\_\_\_\_

**Stevens Collection Confidentiality Agreement**

**Purpose of research:**

.....  
.....  
.....  
.....

**Staff (Signature):**

.....



University of Alaska Foundation

*Partnership Agreement*

Between BP Exploration (Alaska) Inc.; North to the Future Foundation;  
&  
UAF Rasmuson Library

GIFT AMOUNT: \$1,000,000

WHEREAS, BP and the North to the Future Foundation wish to further the University of Alaska Fairbanks's mission, and to encourage others to give to the University of Alaska, BP pledges to make a gift of \$ 1 million to the UAF Rasmuson Library, payable in two installments of \$500,000 each in the fall of 2009 and the fall of 2010.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE IT IS AGREED:

BP, the North to the Future Foundation, and the University of Alaska Foundation agree that this gift will be directed to University of Alaska Foundation account 20161, *Ted Stevens' Historical Preservation of Papers* of which the purpose as currently written is:

"To provide funds for the acquisition and preservation of materials and records relating to Ted Stevens' service to Alaska as Senator of the US Congress. These materials and records are to be housed and accounted for within the UAF Rasmuson Library. Expenditures from this fund may include, but are not limited to, equipment, salaries, travel, contractual services, commodities, capital expenses, representational and non representational expenditures."

BP, the North to the Future Foundation, and the University of Alaska Foundation agree that the funds will be used to fulfill the following purposes:

A complete and detailed cataloging and preservation of Senator Stevens' papers, digitization and preservation of the audio and visual materials, creation of an online exhibit including the digitization of key documents from the collection, creation of a printed as well as a electronic finding aid, and ongoing maintenance of the collection and cataloging, preservation of other Alaskan public policy acquisitions and collections, as appropriate. These items are expected to be completed within 3-4 years from the date of the final gift payment being received.

BP, the North to the Future Foundation, and the University of Alaska Foundation also agree that to the following naming opportunities and recognition shall accompany the gift:

BP and the North to the Future Foundation shall be recognized in the following manner for the purposes enumerated "Generous support provided by BP and the North to the Future Foundation";

- the electronic finding aid will be annotated to recognize the donors;
- an online exhibit web site will be named after the donors;
- the existing gallery/exhibit space in the Alaska & Polar Regions Collection will be named after the donors with revolving public policy materials being showcased (President Hamilton approved this naming opportunity on October 20, 2009, see attached memorandum);
- outreach programs, events, symposia, arising from the use of the gift, will be named after the donors; and
- new public policy paper acquisitions, arising from the use of the gift will be advertised as being "Made possible by".

FURTHERMORE; public disclosure of this gift shall be made:

- Verbally, at the University of Alaska Fairbanks fall donor reception in November, 2009 (pre-approval will be requested from both BP and the North to the Future Foundation);
- By a special press release announcement following the public discussion at the above mentioned event (pre-approval will be requested from both BP and the North to the Future Foundation prior to the announcement being released);
- BP and the North to the Future Foundation will be listed in the University of Alaska Foundation annual report;
- BP and the North to the Future Foundation will be recognized on the University of Alaska Fairbanks donor wall; and
- Periodic updates, annually unless requested to be made more frequently by BP and the North to the Future Foundation, from the library about the status of the project shall be provided to both BP and the North to the Future Foundation by the University Archivist.

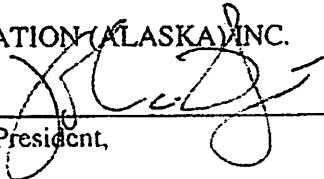
FURTHERMORE; upon completion of the online exhibit and the printed and electronic finding aid, a recognition event will be held in honor of the Senator and his collection in the Rasmuson Library.

1. The use of this gift will be authorized by the University of Alaska Fairbanks for the reasonable and customary requirements of authorized expenditures, as indicated above, in accordance with internal operating policies as established by the University of Alaska and the University of Alaska Foundation.


2. This gift will be managed in accordance with investment and fund administration policies approved by the Foundation Board of Trustees, and which may be amended by the Board of Trustees from time to time.
3. Any additional gifts received in support of this purpose are not subject to the terms of this Agreement.
4. In the event that the original purpose(s) stated here can no longer be fulfilled, the University of Alaska Foundation, in consultation with the University Chancellor, shall review the circumstances and shall take steps to the extent necessary to enable the gift to be used in the manner which most closely aligns with BP and North to the Future Foundation original intent stated above while still acting in accordance with the internal operating policies of the Foundation.
5. This agreement shall be governed by and interpreted in accordance with the laws of the State of Alaska.
6. This agreement shall be effective on the date when all required signatures below are complete.

SIGNATORIES:


BP EXPLORATION (ALASKA) INC.

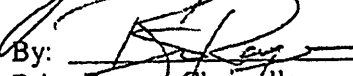
By:  Nov 18<sup>th</sup>, 2009  
 John Minge, President, Date

NORTH TO THE FUTURE FOUNDATION


By:  Nov 18, 2009  
 Tim McKeever, Chairman Date

UNIVERSITY OF ALASKA FAIRBANKS:

By:  Nov 24, 2009  
 James Huesmann, Dean of Libraries Date

By:  Nov 25, 2009  
 Brian Rogers, Chancellor Date

UNIVERSITY OF ALASKA FOUNDATION:

By:  12/3/09  
 Mary Rutherford, President Date



**NATURALLY INSPIRING.**

## **PROCESSING and DIGITIZATION ESTIMATES, STEVENS PAPERS PROJECT**

The estimates in this document account processing and digitization of 4150 out of the total of 4864 boxes. The estimate includes the boxes that contain papers and photographs and approximately 190 boxes that contain audiovisual materials. The estimate does not include 300 boxes of books, 200 boxes of case files, and 20 boxes of 3-D objects, none of which will be further processed or scanned.

### **PROCESSING ACCOMPLISHED AND NEXT STEPS**

The boxes have already been processed to the macro level. Macro level processing means we've determined types of materials in each box, labeled each box, entered each box into an electronic inventory sheet, and replaced damaged or deteriorating boxes and folders as needed. Photographs have already been described at the item level, with as much description as we have been given. Most (65%) of audiovisual materials have been processed at the item level, as described below. The next phase of processing and description of the papers will require refolding, including removal of fasteners, finer levels of description, and review prior to digitization.

### **DEFINITIONS FOR PHASE II for documents and photographs:**

**FOLDER level processing:** Folders are surveyed for material that needs to be reviewed by the Stevens family or the Foundation and noted on a separate document, keywords and detail are added to the description, the folder is given file name for future digitization, and an acid free refolding is done.

Folder Level processing time, one box of documents: 8 hours

The Stevens family has requested **item level processing**, which is defined below. However, we provide the **folder level processing** option, and a cost estimate for it, because the cost of **item level processing** is quite high. If the family members decide that folder level processing is sufficient, then both the cost and the duration of the project would be reduced by a factor of five. Folder level processing would mean that the collection would be surveyed for sensitive items, which would be flagged for review by the Stevens family. However, individual documents would not be examined in detail, so sensitive items contained within folders of materials not considered sensitive could be overlooked. The collection would be indexed by file, not by item. The folders would not be scanned at this time. However, they would be ready for scanning whenever the Ted Stevens Foundation and family members decided that they were ready for the collection (or portions of it) to be opened to the public. The cost estimate *includes* scanning, under the assumption that permission would be given within the 8-year duration of the project.

**ITEM level processing** (as specified by the Stevens family): Each item in a folder is examined for material that needs to be reviewed by the Stevens family or the Foundation and noted on a separate document, keywords and detail are added to the description of each item, the item is given a unique name for future digitization, and an acid free refolding is done.

Stevens Digitization BKG 2/11/14

ESTIMATE ONLY: NOT A FORMAL UNIVERSITY OF ALASKA FAIRBANKS PROPOSAL



Item Level processing time, one box of documents: 40 hours

**DEFINITIONS FOR audiovisual material:**

**ITEM level processing** has been completed for 65% of the material. This includes bar coding, catalog description entry, and digitization when necessary for preservation. Materials need to be reviewed for copyright prior to digitization. Digitization will be outsourced for most items, because that can be done at lowest cost by firms that specialize in this work.

Estimated time to complete Item Level processing and in-house scanning: 960 hours (20 hours per week, 50 weeks)

Processing /scanning by contractor: Rough cost estimate is \$187,750

**COMPLETE DOCUMENT DIGITIZATION PROCESS**

To provide an estimate based on actual work, as requested on December 6, 2014 by representatives of the Stevens Foundation, one box of documents was processed at the folder level. Then all materials were scanned to determine number of pages in a box and the length of time needed to scan them. A test of the process for identifying potential materials for Stevens family review was carried out. It was determined that a reasonable estimated rate of digitization by staff would be two boxes per week, comprising 2,200 pages, for a total of 100 boxes per year. For one archivist and one assistant archivist, it would take approximately 40 years to completely digitize the Stevens Collection. This is a long time, but the volume of material is tremendous. If two people are processing 2,200 pages per week, that means that processing each page, with all of the steps specified in the definition of **item level processing** plus the actual scanning of the documents, takes just 2.2 minutes on average.

**Digitization Process for DOCUMENTS and PHOTOGRAPHS**

**SCANNING OF DOCUMENTS**

Box selected.

Folder level processing completed.

Folders scanned in order.

A folder on a secure server is created using the corresponding file name given to the folder during processing.

All documents in the physical folder are duplicated in corresponding digital folder.

A Word document with the Review notes for flagged handwritten notes and sensitive information will be included in the box's digital server folder. (Process for external review TBD)

Quality control (readability, scan quality, etc.) is done at time of scanning.

Note is made in database and on the outside of the box indicating digitization complete.

**SCANNING OF PHOTOGRAPHS**

Box selected.

File names are assigned as scanning is done.

Folders scanned in order.

A folder on a secure server is created using the corresponding file name given to the folder during processing.

All photographs in the physical folder are duplicated in corresponding digital folder.

A Word document with the Review notes for flagged handwritten notes and sensitive information will be included in the box's digital server folder. (Process for external review TBD)

Quality control is done at time of scanning.

Note is made in database and on the outside of the box indicating digitization complete.

Notes: For items including photographs that cannot be sheet fed, the Epson flatbed scanner will be used.

Photos will be scanned at 600 dpi in color and saved as TIFFs for preservation purposes.

Documents will be saved at 300 dpi as PDF/A in color.

Digitization time for a document box is 8 hours (2,200 pieces).

Digitization time for 1 photo is about 5 minutes per photo.

**ESTIMATE OF DIGITAL STORAGE REQUIREMENTS**

File Type	Average File Size (TB)	Files per Box	Number of Boxes	Total Disk Space Needed (TB)
Photos	0.0025	900	37	83
Documents	0.0002	2200	4120	1813
Films/Videos	1	1	20	25

**BUDGET**

**1. Completion of Audiovisual Material Processing and Digitization**

Personnel Costs Audiovisual Processing: Year 1 (only)	
Hours	Salary + Benefits
960	\$22,401

Contractual Services: Digitization of Audiovisual Materials
187,750

**2. Equipment for Digitization of Papers and Photos**

Equipment	Number	Cost	TOTAL
Scanner, Fujitsu fi-5530C2	1	\$ 5,100	\$ 5,100
Photoshop Software X2	2	\$ 699	\$ 1,398
ABBY fine reader with OCR X2	2	\$ 170	\$ 340
Supermicro Superserver 6017R-TDLRF - Hypervisor	20	\$ 3,104	\$ 62,080
Supermicro SC487 E1-R1400UB Storage, 24 2 TB drives	40	\$ 11,986	\$ 479,440
Server racks, 3 each @ 2600	3	\$ 2,600	\$ 7,800
		Total	\$ 556,158
		Replacement*	\$278,079
		Project Total	\$834,237

\*After five years most project equipment is likely to be obsolete and will need replacement. Replacement costs are difficult to predict because of rapidly changing technology, but it's expected that data storage device costs/TB will fall. So replacements are budgeted at half the original cost for the 8- and 10-year projects (Options B and C), and at three times the original cost for the 40-year project (Option A).

**3. Supplies and Services for Document and Photo Processing and Digitization**

Acid-free Archival Folders, per 4150 boxes processed	\$41,500
Data Center User Fees, per year	\$1,015

**4. Personnel Costs for Document and Photo Processing and Digitization**

SALARIES AND WAGES	Hours	Amount
Archivist	2080	\$ 95,071
Assistant Archivist	2080	\$ 55,789
Systems Administrator	145.6	\$ 5,057
Senior Systems Administrator	62.4	\$ 2,443
Library IT Dept. Head	20.8	\$ 660
Grant Technician	52	\$ 1,842
<b>TOTAL SALARIES AND WAGES</b>		\$ 160,863
FRINGE BENEFITS		
Archivist		\$ 39,835
Assistant Archivist		\$ 28,117
Systems Administrator		\$ 2,119
Senior Systems Administrator		\$ 1,024
Library IT Dept. Head		\$ 277
Grant Technician		\$ 929
<b>TOTAL FRINGE BENEFITS</b>		\$ 72,300
<b>TOTAL SALARIES, WAGES, AND BENEFITS</b>		\$ 233,163

This is the current *annual* cost for two staff members processing the documents, plus necessary IT support. Assuming an inflation factor of 1.0325, the table below shows cumulative salary and benefit costs by decade until the 40-year completion date.

**Option A. Two Archive Staff, Item-Level Processing**

Option A.	10 years	20 years	30 years	40 years (complete)
Cumulative Salaries	\$2.7 million	\$6.4 million	\$11.6 million	\$18.6 million

Of course it seems impractical to approach the project in that way. It would be difficult to assure completion, given the long span of time involved. Therefore, we propose two alternatives.

**Option B. Folder level processing and digitization, only. Two archive staff.** The rate of processing would be five times greater, so the project would be complete in only eight years, at a total estimated personnel cost of \$2.1 million.

**Option C. Item-level processing and digitization, increased staff.** The project could be completed in 10 years if there were 6 additional assistant archivists for the duration. That would add \$503,436 in salary and benefit costs in the first year. Assuming an inflation factor of 1.0325, the cumulative salary and benefit costs at several time points are shown below.

Option C.	1 year	3 years	6 years	10 years (complete)
Cumulative Salaries	\$0.74 million	\$2.3 million	\$4.8 million	\$8.5 million

**5. Indirect Cost Recovery (Facilities & Administration)**

The UAF indirect cost recovery rate for the State of Alaska, Other Sponsored Activity, is 12% of total direct costs, minus equipment costs for items costing more than \$5000 each. The 12% indirect cost recovery is added to the totals shown below. Note that if UAF is contracting with another organization rather than the State, the normal indirect cost recovery rate is 37.2%.

**TOTAL COST ESTIMATES FOR PROCESSING AND DIGITIZING THE ENTIRE COLLECTION OF 4150 BOXES**  
(Sum of 1. to 5.)

- OPTION A. Item-Level Processing, 2 Archive Staff, 40 years to complete: \$21.4 million**
- OPTION B. Folder-Level Processing, 2 Archive Staff, 8 years to complete: \$3.2 million**
- OPTION C. Item-Level Processing, 8 Archive Staff, 10 years to complete: \$9.8 million**