NATIONAL GENEALOGICAL SOCIETY

6400 Arlington Blvd., Suite 810
Falls Church, VA 22042

703-525-0050 800-473-0060

27 June 2023

National Archives Trust Fund
National Archives and Records Administration.
8601 Adelphi Road Suite 5100
College Park, Maryland 20740

As indicated in the attached Memorandum of Understanding (MOU) between the National Genealogical Society (NGS) and the National Archives and Records Administration (NARA), NGS is committed to raising up to $2,000,000 to allow NARA to digitize the Bounty-Land Warrant Application records and make them available in NARA's online catalog (the "Project").

As such, NGS will gift up to $2,000,000 over 4 years to the National Archives Trust Fund to support the Project.

NGS commits to making quarterly payments according to the schedule outlined in the MOU. Each payment will depend on NGS's net fundraising revenue in the prior quarter.

These payments constitute an irrevocable Gift, and the entire principal of the Gift shall be expended on labor costs for term staffing for the project and supplies, as outlined in the MOU.

Until the principal of the Gift has been entirely expended for this purpose, the National Archives may invest the Gift or any portion thereof in any public or private fund or funds it deems appropriate to carry out the purposes of the Gift. Any earnings from said investment of the Gift, including, but not limited to interest and dividends, may be used at the National Archives' discretion to pay labor costs for the term project staff or otherwise for necessary expenses incurred by the National Archives for this project. If there are unspent funds once the project is completed, these remaining funds should be transferred to the Archivist of the United States Unconditional Gift Fund. They may be used at the discretion of the National Archives.

Please accept this gift as we look forward to the partnership between NGS and NARA.

Sincerely,

Kathryn M. Doyle
President

Attachment

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MEMORANDUM OF UNDERSTANDING
Between
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION
And
NATIONAL GENEALOGICAL SOCIETY
To
DIGITIZE BOUNTY-LAND APPLICATION FILES

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into this 15 day of June, 2023, is by and between the National Archives and Records Administration ("NARA"), an independent agency in the executive branch of the United States Government with its headquarters in Washington, DC, and the National Genealogical Society ("NGS"), with NGS and NARA being referred to as a "party" or collectively as the "parties."

NARA maintains and makes available to the public certain historical records and other documentary materials of the U.S. Government in printed, microfilm, microfiche, and other formats (the "Archival Materials") at its locations throughout the United States (the "NARA Locations"). 44 U.S.C. Chapters 21, 23.

NGS is a non-profit 501(c)(3) organization organized in Washington, DC, in 1903. Its mission is to inspire, connect, and lead the family history community through collaboration and best practices in advocacy, education, preservation, and research. .

I. PURPOSE

1. The Purpose of this MOU is to set forth the parties' mutual understanding regarding the digitization of the Bounty-Land Warrant Application records and making them available in NARA's online catalog ("Project").
2. NGS will refer to the Project as "Preserve the Pensions: Veteran Bounty Land Records" or "Preserve the Pensions Phase II: Veteran Bounty Land Records Project" or variations thereof.
3. The parties agree that this MOU provides the essential framework of the Project, including but not limited to the schedule and completion date of the work, and NGS's gift of no more than $2 million ("$2M") dollars to fund the Project.
4. The parties further agree that the total amount of the gift under this agreement is dependent on NGS's net fundraising revenue in support of the $2M funding goal for the Project.

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5. The parties further understand that adjustments to certain provisions may be necessary during the Project, and that the parties will consult to determine the proper method of documenting any substantive changes.
6. The parties agree that this MOU, once executed, will be attached to the letter between NGS and the National Archives Trust Fund documenting the gift from NGS funding the Project.

II. TERMS OF THE MOU

1. NGS and NARA agree to cooperate in NARA's digitization of the following records:

Series Title	HMS Entry Number	Cubic Footage
Bounty-Land Warrant Application Files, ca. 1800 - ca. 1900	A1-26	3,317.044
Case Files of Bounty-Land Warrant Applications of Indians Based on Services Between 1812 and 1855, ca. 1812 - ca. 1900	A1-27	27.72

2. NGS and NARA agree to the following high-level timeline and tasks for the Project:

Year 1 Jan 2024 through Dec 2024	Year 2 Jan 2025 through Dec 2025	Year 3 Jan 2026 through Dec 2026	Year 4 Jan 2027 through Dec 2027
Work Performed by NARA: 1. Document prep 2. Conservation 3. Quarterly reports	Work Performed by NARA: 1. Conservation 2. Digitization 3. Metadata and images submitted to NARA catalog on a rolling basis 4. Images and	Work Performed by NARA: 1. Conservation 2. Digitization 3. Metadata and images submitted to NARA catalog on a rolling basis	Work Performed by NARA: 1. Conservation 2. Digitization 3. Metadata and images submitted to NARA catalog on a rolling basis

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	descriptions published to NARA catalog on a rolling basis 5. Quarterly reports	4. Images and descriptions published to NARA catalog 5. Quarterly reports	4. Images and descriptions published to NARA catalog 5. Quarterly reports

3. NGS and NARA agree that NARA will create an internal project plan to track and manage the digitization Project.
4. NGS and NARA agree that NGS, will make quarterly payments to the National Archives Trust Fund over 4 years with payments made on the following schedule:

Payment 1	January 2024
Payment 2	April 2024
Payment 3	July 2024
Payment 4	October 2024
Payment 5	January 2025
Payment 6	April 2025
Payment 7	July 2025
Payment 8	October 2025
Payment 9	January 2026
Payment 10	April 2026
Payment 11	July 2026
Payment 12	October 2026
Payment 13	January 2027
Payment 14	April 2027
Payment 15	July 2027
Payment 16	October 2027

5. NGS and NARA agree that should any Payment(s) as scheduled above be insufficient to cover NARA's costs as described in this MOU, NARA may suspend all or portions of the work until such time as the shortfall is extinguished. NARA further agrees to provide NGS with prior notice of any such impending suspension.
6. NGS and NARA agree that the Project will start on January 1, 2024 and be completed four years following the start date.
7. NGS and NARA agree that Project completion means that all digitization has been completed and that the resulting digital images have been added to NARA's online catalog.

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8. NGS and NARA agree that the first 12 months of the Project, referred to as Year 1, will be dedicated to NARA's document prep and conservation of the records and digitization will begin in Year 2 of the Project.
9. NGS and NARA agree that NARA will add the digitized images to NARA's online catalog on a rolling basis during Years 2 through 4 of the Project.
10. NGS and NARA agree that the monetary gift will be expended by NARA on term staffing positions and supplies to support the conservation and digitization of the records, as follows:

Staffing Plan

- One (1) GS-12 Conservator
- One (1) GS-7 Conservator Tech
- Two (2) GS-8 Digital Imaging Technicians

Supplies

- Approximately 9,000 Hollinger boxes
- 360,000 folders to complete rehousing
- Polyester sleeves
- Mending supplies
- Hardware/software refurbishment

11. NGS and NARA agree that NARA will perform conservation of the records as needed and rehouse records currently in papoose boxes to Hollinger boxes.
    a. *Bounty-Land Warrant Application Files* are in overall stable condition but will require treatment for creases, tears, degraded iron gall ink, fasteners, and possible mold.
    b. *Bounty-Land Warrant Application Files - Native Americans* are in overall stable condition but will require some conservation treatment.
12. NGS and NARA agree that NARA will cover the costs of pulling and prepping the records and creating descriptive metadata.
13. NGS and NARA agree that NARA will cover the costs of uploading the digital images and descriptive metadata to NARA's online catalog.
14. NGS and NARA agree that NARA shall make the digitized images available in NARA's online catalog on a rolling basis and include the number of images added to NARA's online catalog in the quarterly reports starting in Year 2.
15. NGS and NARA agree that NARA will provide NGS with quarterly written progress reports in electronic format for the duration of the Project.
    a. The quarterly reports for Year 1 of the Project will provide a written summary of

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NARA's document prep and conservation efforts.

b. The quarterly reports for Years 2 through 4 will include the number of records digitized by NARA each quarter, number of digital images added to NARA's online catalog, and a link to the digital images in the catalog.

16. NGS and NARA agree that prior to the use of logos, citations, or other acknowledgment in online or print publications to credit the parties' collaborative effort, the parties will agree in writing on the specific credit to be used.

III. CONTACTS

The principal contacts under this MOU are as follows, with Ms. Lagundo and Mr. Rencher serving as the main day-to-day contacts:

Pamela Wright
Chief Innovation Officer
National Archives and Records Administration
8601 Adelphi Road, College Park, MD 20740
Phone: 301-837-2029
Email: pamela.wright@nara.gov

Chris Naylor
Executive for Research Services
National Archives and Records Administration
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Carol Lagundo
Digital Partnerships and Outreach Director
National Archives and Records Administration
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Matthew Menashes
Executive Director
National Genealogical Society
6400 Arlington Blvd.
#810

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Falls Church, VA 22042
(703)525-0050
mattm@ngsgenealogy.org

David Rencher
Chief Genealogical Officer
FamilySearch
Email: RencherDE@familysearch.org

IV PERIOD OF PERFORMANCE, MODIFICATION

This MOU will become effective when signed by all parties. Separate signature pages for each party is acceptable, and delivery via electronic signature or facsimile, or physical delivery is acceptable.

This MOU is the entire understanding of the parties regarding the subject matter set forth herein. The parties agree that any modifications to this MOU will be made only in writing duly executed by the parties hereto.

V. OTHER PROVISIONS

Each of the individuals signing this MOU certifies that they have the legal authority to do so on behalf of their Party. Should a disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the last Signature Date provided below.

NATIONAL ARCHIVES & RECORDS ADMINISTRATION

By: PAMELA WRIGHT Digitally signed by PAMELA WRIGHT Date: 2023.05.31 10:02:48 -04'00'

Name: Pamela S. Wright

NATIONAL GENEALOGICAL SOCIETY

By: _____

Name: Douglas Klein

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Title: Executive, Office of Innovation

Date:_____

CHRIS NAYLOR Digitally signed by CHRIS NAYLOR
Date: 2023.05.31 10:10:42 -04'00'

Name: Chris Naylor
Title: Executive, Office of Research Services

Date:_____

Title: Treasurer

Date: 06 / 15 / 2023

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Audit trail

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