

## GIFT AGREEMENT

- 1) Gift. Twitter, Inc. ("Donor") hereby donates to the United States of America for the benefit of the American people and inclusion in the Library of Congress ("Library") a collection consisting of public Tweets from the Twitter service from its inception to the effective date of this agreement ("Collection"). Any additional materials that the Donor gives to the Library, including materials accessed by a feed established for this purpose, will be governed by the terms of this agreement unless the Donor and the Library agree upon different terms in writing in advance of such additional gift.
  
- 2) Copyright. Donor grants an irrevocable nonexclusive license to the Library for such rights as the Donor has the right to transfer or license under the Twitter Terms of Service in place at the time of the gift or before. The current, as of the effective date, and previous Terms of Service are appended.
  
- 3) Access. Any portion of the Collection originally posted to the Twitter service six months prior to the then-current date may be made available to Library staff and to bona fide researchers according to the policies of the custodial division of the Library responsible for the administration and service of materials of this nature, provided that the researcher signs a notification mutually agreed upon by Donor and the Library prohibiting commercial use and redistribution of all or a substantial part of the Collection. After a period of six months from the date any portion of the materials was first posted to the Twitter service, the Library may display such materials in the Collection on its public website or in any other electronic form or successor technology, subject to reasonable access limitations such as the use of a robots.txt file. The Library will not provide a substantial portion of the Collection on its public website in a form that may be easily subject to bulk download.
  
- 4) Disposal. Should the Library determine that any part of the Collection is inappropriate for retention, the Library may dispose of such material in accordance with its procedures for disposition of materials not needed for the Library's

Collections.

- 5) Warranties. The Donor warrants that, to the best of the Donor's knowledge, the Donor owns the physical property in the Collection, free and clear of any liens, and the Donor has the full right, power and authority to transfer the physical property in the Collection and license rights therein to the Library as described herein.
- 6) Choice of Law and Jurisdiction. This agreement is to be governed by, and construed in accordance with, the federal laws of the United States. Any action in regard to the agreement or arising out of its terms and conditions is to be instituted and litigated in the federal courts for the District of Columbia. Accordingly, the parties submit to the jurisdiction of the federal courts for the District of Columbia.

In witness whereof, the authorized representatives of the parties have signed this agreement effective as of the last date of signature:

**Donor**

**For the United States of America**

By: 

By: 

Alexander Macgillivray

James H. Billington

General Counsel, Twitter, Inc.

The Librarian of Congress

April 13, 2010.  
Date

April 14, 2010  
Date