

## **Memorandum of Understanding between**

### **Historypin and the United States National Archives and Records Administration**

The Historypin project is owned and managed by the UK based Community Interest Company (reg. 05241856) We Are What We Do. Any profits from the work of this Community Interest Company are donated to the We Are What We Do Charitable Foundation (reg. 1134546), which runs a series of community and education projects around the world.

The National Archives and Records Administration (NARA) is an agency of the United States Government charged with preserving and managing records created by the Federal government. Its holdings include textual records, history images and films. The presidential libraries, part of NARA, house records and artefacts of former U.S. presidents.

NARA's mission is to serve American democracy by safeguarding and preserving the records of our Government, ensuring that the people can discover, use, and learn from this documentary heritage. NARA ensures continuing access to the essential documentation of the rights of American citizens and the actions of their government. NARA supports democracy, promote civic education, and facilitate historical understanding of our national experience

NARA and Historypin are entering in to this Memorandum of Understanding (MOU) to facilitate the sharing of NARA holdings through the social media and web-based platforms Historypin has developed including [www.historypin.com](http://www.historypin.com).

NARA, as an agency of the United States Government, is unable to agree to Historypin's standard Terms and Conditions (<http://www.historypin.com/terms-and-conditions/>), in part because they contemplate the application of English law.

Historypin is in the process of incorporating in the United States, and NARA anticipates it will be able to execute a Terms of Service agreement with Historypin's U.S.-based entity that will be agreeable to both parties.

As such, Historypin and NARA agree that the standard Terms and Conditions at <http://www.historypin.com/terms-and-conditions/> will not bind either party in this relationship.

NARA and the U.S.-based Historypin will execute an agreement within 90 days of the signing of this MOU which will:

- Provide for the application of United States law,
- Provide that NARA will not indemnify Historypin,
- Provide that NARA will not knowingly share copyrighted material, and if any valid claims of copyright are made, will remove such material,
- Provide that Historypin will provide NARA with adequate notice before terminating the agreement or changing the Terms and Conditions,

- Provide that NARA will not share material which consists of (or is linked to) any spyware, adware, computer virus, Trojan horse, worm, keystroke logger, rootkit, time-bomb or other malicious or technologically harmful material;
- Provide that NARA will not attempt to gain unauthorized access to our Services, the server on which our Services are stored or any server, computer or database connected to our Website. NARA will not attack Historypin's Website via a denial-of-service attack or a distributed denial-of-service attack.

In the event the parties are not able to reach a mutually agreeable Terms and Conditions of use within 90 days of the date of this MOUS, this agreement shall automatically terminate and NARA will no longer utilize the Historypin platforms.

In the event the parties are able to reach a mutually agreeable Terms and Conditions of use agreement, that agreement shall be deemed to be effective from the date NARA first began use of the Historypin platforms.

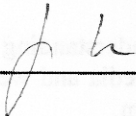
Between the execution of this MOU and a final Terms and Conditions, NARA will share with Historypin archival content which NARA believes to be in the public domain and for which there are known use or access restrictions. In the event anyone asserts a valid U.S. copyright interest in NARA provided content to Historypin or NARA, NARA will immediately remove the content from the Historypin web site. Any content provided as a "story" by NARA staff will be in the public domain.

**Signatures**

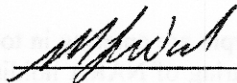
I confirm agreement to the terms and conditions specified herein.

**Signed for and on behalf of We Are What We Do/Historypin**

**Signed for and on behalf of National Archives and Records Administration**




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Name: Jon Voss

Name: Michael Wash, CIO, NARA

Date: 9-30-11

Date: 9.27.11