

1. scoping
2. exploratory discussion (check confidentiality)
3. negotiate heads of terms
4. due diligence (financial, legal, operational, cultural)
5. negotiate final document
6. Possibly final payment dependent on receiving final report (may be after the end date of the project?)

Date

### **WIR Agreement**

THIS WIKIMEDIAN IN RESIDENCE TERMS AND CONDITIONS ("**Agreement**") by and between [INSTITUTION], an organisation operating in the United Kingdom ("**Institution**"), having its primary premises at [ADDRESS], and Wikimedia UK, a registered charity incorporated under the laws of England with registered number 1144513 ("**WMUK**"), having its registered office at 4th Floor, Development House, 56-64 Leonard Street, London EC2A 4LT.

**WHEREAS**, Institution is an organisation that wishes to work with WMUK.

**WHEREAS**, WMUK is a charity established in the United Kingdom to promote and support the widest possible public access to, use of and contribution to Open Content of an encyclopaedic or educational nature or of similar utility to the general public, in particular the Open Content supported and provided by Wikimedia Foundation, Inc., based in San Francisco, California, USA, and

**WHEREAS**, WMUK and the Institution desire to work together to collaborate to offer a \_\_\_\_\_ month residency at the Institution from \_\_\_\_\_ as the Institution's Wikimedian in Residence ("**WIR**").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### **1. The purpose of the collaboration is as follows:**

1. To work towards the improvement in quality of Wikimedia projects;
2. To promote digital engagement in areas related to the work of the Institution;
3. To provide training opportunities for people associated with the Institution;
4. To raise awareness of the benefits of open knowledge;
5. To facilitate knowledge exchange and knowledge co-creation;

6. To collaborate with key partners; and
7. To make (or consider the advantages of making) information or materials held by the Institution available via the Wikimedia projects, e.g. releasing text, images and other multimedia files under a free license.

## **2. Benefits and Value of the collaboration**

The Parties agree and acknowledge that the project outcomes as stated in Exhibit 3 of this Agreement may reasonably endeavour to help people and organisations create and preserve open knowledge and provide easy access for all.

To assist with that, the Institution shall adhere to the project outcomes as stated in Exhibit 3.

For the avoidance of doubt the Institution may not under any circumstances direct the WIR to create, edit, comment, or post Wikipedia articles about the Institution and/or create articles on behalf of the Institution.

## **3. The Candidate**

The Institution and WMUK shall set up a selection panel including at least one representative from WMUK in order to work together to appoint:

1. the WIR, who shall work at the Institution;
2. a representative from the Institution, as stated in Exhibit 2, who shall be responsible for supervising the performance of the research projects, obligations and reporting to WMUK about the activities undertaken by the WIR; and
3. a representative from WMUK who will be the point of contact for the Institution.

The Institution agrees and acknowledges that the appointed Wikipedian shall either have experience of or be will to undertake full training in; (i) editing Wikipedia content; (ii) understanding of the benefits of Wikimedia projects; (iii) strategic understanding of the way Wikipedia relates to institutions in the sector; and (iv) an appreciation of the wider sector and other skills as appropriate.

A full job description is available here \_\_\_\_\_

Any candidate and the appointed WIR will be expected to adhere to the policies and ethos of the Wikimedia community:

[http://en.wikipedia.org/wiki/Wikipedia:About#Contributing\\_to\\_Wikipedia](http://en.wikipedia.org/wiki/Wikipedia:About#Contributing_to_Wikipedia)

The WIR work must represent the ethos and ambition of the Wikimedia community. Any breach of policies regarding editing on any Wikimedia project, which in the discretion of WMUK

undermines, potentially damages or risks undermining the credibility of WMUK's outreach programme within the wider Wikimedia community, shall constitute a material breach of this Agreement.

Line management for the WIR will be via \_\_\_\_\_ at the Institution. Support issues that relate to the WMUK office or to the Wikimedia projects or movement will be directed to \_\_\_\_\_ at WMUK.

#### **4. Institutions Obligations and Responsibilities**

The Institution agrees and warrants to:

1. ensure internal capacity needed to line manage the WIR, and manage the WIR project.
2. ensure that the WIR performs the key aims and responsibilities as set out in Exhibit 1.
3. perform the projects, and such other work as shall be reasonably expected by WMUK from time to time with all skill and care.
4. allow the WIR to carry out the project at the Institution premises or such other place as the Institution may reasonably direct from time to time.
5. provide computer and other equipment required for the WIR to perform the project as set out in Exhibit 1 and Exhibit 3.
6. accept and follow the obligations as set out in the editing policy as stated at [http://en.wikipedia.org/wiki/Wikipedia:Editing\\_policy](http://en.wikipedia.org/wiki/Wikipedia:Editing_policy).
7. ensure that the WIR shall perform the obligations as agreed in Exhibit 1 with all due care and diligence, in a professional and ethical manner, and in accordance with guidelines agreed from time to time.
8. ensure that a programme report is written by the WIR, and shared with stakeholders at the Institution and WMUK. An update report is required every month, and a final write up by the end of the Residency. A bi-monthly report is permissible where the WIR is not working full time.
9. provide statistical information related to the WIR Program including, but not limited to, number of people attending events, their emails and their usernames, number of people receiving training, their emails and their usernames, number of events held, and any other interventions related to or resulting from the work of the WIR.
10. accept that materials uploaded to the Wikimedia projects, and the reports uploaded to the WMUK wiki, are released under a CC-BY-SA 3.0 license, or under terms that are no more restrictive than that license, and that the release is irrevocable. The WIR will not upload any other materials owned by the Institutions without its prior written consent.

#### **5. WMUK Obligations and Responsibilities**

WMUK shall:

1. appoint a representative, as set out in Exhibit 2, to be the Institution's first point of

contact in respect of the project. WMUK shall notify the Institution of the contact details of the WMUK representative and shall keep the Institution informed of any changes to the WMUK representative.

2. review by regular meetings as needed between Institution and WMUK stakeholders the programme schedule, scope, risks, and issues.
3. conduct an in-person programme review as required with a representative of WMUK and WIR.

## **6. Timeframe**

Month/Year: Funding agreed, work-plan agreed

Month/Year: Advertise residency

Month/Year: Recruitment process

Month/Year: Residency begins

Month/Year: Residency reviewed

Month/Year: Residency ends

Possible Residency extension should be discussed during the project, if welcomed by both parties.

## **7. Costs**

*[If event, travel etc expenses are provided by WMUK, explain how these will be claimed, whether they have to be approved one by one etc.*

*There may be a grant made by WMUK that is supplemented by contributions from other partners and the Institution.*

*In the event WMUK makes a grant or provides funds to the project then WMUK reserves the right to withhold any payment payable if the Institution or WIR have not, in WMUK's sole discretion (acting reasonably), completed their obligations contained in this agreement. ]*

## **8. Joint working mechanisms**

1. managing the WIR. Line management of the WIR is done via the designated person at the institution. The Institution is thus responsible for ensuring the goals of the project are being met. The WIR is also able to work with WMUK directly on particular projects. WMUK will have a contribution to the performance assessment of the WIR during periodic meetings (such as the midpoint review).
2. decision making and agreeing changes to the project. WMUK and the Institution are

jointly responsible for the direction of the project and are to collaborate on any decisions needed, reaching consensus.

3. **Dispute resolution approach**
4. *[budget management. Depends on the funding arrangement that was set up. ]*
5. processes and policies. The WIR is bound by normal procedures held at the host institution. The WIR is also required to follow the policies and guidelines of editing Wikimedia projects, particularly the WIR needs to avoid the conflict of interest and paid editing.
6. publicity and marketing. WMUK and the Institution are to work together on publicising the Residency and its activities, with press releases agreed jointly
7. **Further internal/external comms**
8. project's website. The WIR is to maintain an up to date project's page on a Wikimedia project site.
9. **Input of staff and volunteer time, expenses, for each partner**

## **9. Termination**

This agreement shall commence with the commencement of the WIR in post and shall continue for a fixed term of [NUMBER] months.

Either party may notify the other of its wish to terminate this agreement. The Parties shall attempt in good faith to resolve the matter through negotiations between the Parties' representatives as set out in Exhibit 2. If no resolution can be reached, termination of this agreement, other than as laid out below, shall take effect thirty (30) after the date on which notice was given by either party.

Either party may terminate this agreement immediately by written notice to the other if the other commits a breach of this agreement which (in the case of a breach capable of a remedy) it does not remedy within thirty days of receiving written notice of the breach.

Written notice must be given in case of any breach of this agreement. The party in breach must remedy within thirty days of receiving written notice of the breach (in case of a breach capable of remedy). Either party may then terminate this agreement by written notice to the other if the party does not or cannot remedy the breach.

On termination of this agreement, the Institution shall immediately and at its own expense:

1. safely return to WMUK all property and information of WMUK then in its possession or control;
2. provide the WMUK with full written details of the research program insofar as they have not already been provided; and
3. if WMUK determines that the Institution shall no longer be able to use any trade mark or

intellectual property rights associated with WMUK and be officially recognised as a WIR partner institution the Institution shall remove all association and intellectual property rights immediately from any of the Institutions offline and online material.

Notwithstanding the above, if WMUK considers that the WIR is unsuitable to perform the duties as per this Agreement WMUK shall notify the Institution to state the WIR is unsuitable setting out the reasons why. If the Institution agrees with WMUK, the Institution shall ensure the removal of the WIR from the project. The Institution shall have discretion (but shall not be obliged) to arrange the appointment of a suitable replacement. If the Institution does not agree with WMUK, the Parties shall attempt in good faith to resolve the matter through negotiations between the Parties' representatives as set out in Exhibit 2. For clarity WMUK does not under any circumstances expect the Institution to terminate the employment of the WIR except that the WIR may no longer be associated with the Wikimedian in Residence program.

The Institution shall inform WMUK immediately in writing in the event the WIR ceases to be employed by the Institution, and use its reasonable endeavours to seek a replacement. The Institution shall forward the details of any potential replacement(s) to WMUK, but shall not permit anyone to act as a WIR unless the WMUK has previously agreed to the appointment in writing.

The first instance of action in case an unsuitable performance arises will be a Review Process (performance management) where the communication with both institutions is maintained and the process monitored. The issues taken into consideration would be (the list is illustrative and not exclusive):

1. repeated breach of Wikimedia's conflict of Interest policy,
2. breach of the Institution's policies,
3. negative impact on the brand either of Wikimedia or of the Institution,
4. being banned from Wikimedia projects for longer than 30 days.

## **10. Post WIR project collaboration**

WMUK and the Institution, if viable, are to aim to continue the collaboration after the residency project is concluded.

## **11. Confidentiality clause**

In the course of Wikimedian in Residence program, the Institution and the WIR may have access to confidential information relating to WMUK. We expect the Institution or WIR not to use or disclose this information to any person either during the Wikipedian in Residence program or at any time afterwards.

The Wikimedian in Residence may be allowed access to CiviCRM - WMUK's database system - in order to use it for events creation and inviting donors as long as they are added to an access control list and removed when they finish their residency.

## **12. Protection of Wikimedia Foundation trademarks**

The Institution acknowledges and agrees that the Wikimedia Foundation ("**WMF**") is the sole owner worldwide of all rights, title, and interest in and to WMF Marks (defined below) and any trademark applications and/or registrations thereto, and all goodwill associated with the WMF Marks. The Institution acknowledges (a) that nothing in this agreement shall give the Institution any right, title, or interest in the WMF Marks; (b) if the Institution is to use the WMF Marks in any way, such use must be in accordance with the WMF Trademark Policy (found in full at: [https://wikimediafoundation.org/wiki/Trademark\\_policy](https://wikimediafoundation.org/wiki/Trademark_policy)); and (c) any use of WMF Marks falling outside of the scope of the WMF Trademark Policy is not permitted absent a separate, written agreement with WMF.

For the purposes of this agreement, "**WMF Marks**" shall mean the trademarks, servicemarks, wordmarks, and logos owned or otherwise claimed by the Wikimedia Foundation (a representative list of which may be found at <http://www.wikimedia.org/>), including, but not limited to, the term "Wikipedia" and the Wikipedia puzzle globe logo.

WMUK gives a linked acknowledgement and agreement to the Institution's marks registered at the UK Trade Mark Registry, or the EU Trademark Registry (OHIM). WMUK shall not use any of the Institution's marks without prior written permission.

### **Exhibit 1: Duties and responsibilities of WIR**

[INSERT SPECIFIC PROJECT SPECIFICATION] - copy from the job description

### **Exhibit 2: Representatives**

WIR: tbc

Institution representative: [INSERT NAME]

WMUK representative: [INSERT NAME]

### **Exhibit 3: Project Outcomes**

- For the Institution this is summarised as “\_\_\_\_\_”
- For WMUK this is summarised as “more tolerant, informed and democratic society through the shared creation of, and access to, open knowledge.”

The Institution acknowledges and agrees that the programme of events and activities shall include at the very least:

1. A Wikimedian in Residence appointed, in post and completed the project along agreed timelines.
2. Delivery on goals identified for the project:

The WIR is not expected to provide Wikimedia based content directly but to work with the Wikimedia and the Institution’s community to create the content.



**Agreed:**

**For Wikimedia UK**

Name and position

Date

Signature

**For \_\_\_\_\_**

Name and position

Date

Signature