

Draft

WiR Agreement

THIS WIKIMEDIAN IN RESIDENCE TERMS AND CONDITIONS (“**Agreement**”) by and between **Example GLAM** operating in the United Kingdom (“**Institution**”), having its primary premises at **1 Old Street, London**, 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 **Example GLAM** that wish to work with WMUK.

WHEREAS, WMUK is a charity established in the United Kingdom to support the development of the Wikimedia community, which is principally dedicated to developing the Wikipedia website located at www.wikipedia.org (and including related associated-sites thereto); and

WHEREAS, WMUK and the Institution desire to provide work together to collaborate to offer a **x** month **part-time/full-time** residency at **Example GLAM** from **[beginning date]** 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 aims of the residency are as follows:

The Institution and WMUK agree and acknowledge that the WiR shall perform duties that may require the following tasks to completed during the course of this Agreement:

- a Work towards the improvement in quality of the content related to the collections at the Institution.
- b To promote digital engagement in areas related to the work of the Institution.
- c To explore issues surrounding open content and the ‘wisdom of the crowd’ as far as they relate to research-related and cultural online content;
- d To provide training opportunities for staff, volunteers, and researchers associated with the Institution;
- e To facilitate knowledge exchange and knowledge co-creation;
- f To collaborate with key partners; and
- g to perform the key aims and responsibilities as set out in Exhibit 1.

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.

2. 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:

- a the WiR, who shall work at the Institution;
- b a representative from the Institution, as stated in Exhibit 2, who shall be responsible for supervising the performance of the research projects, obligations and report to WMUK about the activities undertaken by the WiR each quarter; and
- c a representative from WMUK who will be the point of contact for the Institution.

The Institution agrees and acknowledges that an appropriate candidate as the Wikimedian in Residence shall have experience of: (i) editing Wikipedia content; (ii) understanding of the benefits of Wikimedia projects; (iii) strategic understanding of the way Wikipedia contributes to cultural institutions; and (iv) an appreciation of the wider sector and other skills as appropriate.

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

The WiR work must represent the ethos and ambition of the Wikimedia community. Any breach of the policies and expectations of Wikipedia editors or as representatives of the Wikimedia movement shall be deemed as a material breach of this Agreement.

Line reporting for the WiR will be via **John Smith** for routine staff issues and office support. Support issues that relate to the WMUK office or matters relating specifically to the websites will be directed to Jon Davies, the Wikimedia UK Chief Executive. Any Programme expenditure that WMUK may be required to pay shall be approved in advance using WMUK office expenditure policies.

3. Project outcomes

The Institution shall adhere to the project outcomes as stated in Exhibit 3.

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

collaboration between cultural sector professionals and members of the public (including e-volunteers) to improve the related content of Wikimedia projects, such as Wikipedia and Wikimedia Commons, as well as projects that the Institution supports.

The research aspects of the programme may include workshops and specific supported activities to develop the content of Wikipedia and sister projects in relation to the content featured in the Institution's collections.

Activities within the programme will be regularly assessed by WMUK and the Institution. The Institution shall provide a report to WMUK as set out in clause 5.

4. Benefits and Value

The Parties agree and acknowledge that the project outcomes as stated in Exhibit 3 of this Agreement may reasonably endeavour to provide:

- An innovative and potentially far-reaching means of enhancing the impact of The Institution's collections associated subjects and pages;
- Collaboration with key partner institutions bodies; and
- Potential for collaboration with Wikimedia chapters across the globe.

5. Institutions Obligations and Responsibilities

The Institution agrees and warrants to:

- a perform the projects, and such other work as shall be reasonably expected by WMUK from time to time with all skill and care.
- b 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.
- c provide all laboratories, computers, and other equipment required for the WiR to perform the project as set out in Exhibit 1 and Exhibit 3.
- d accept and follow the obligations as set out in the Editing Policy - http://en.wikipedia.org/wiki/Wikipedia:Editing_policy.
- e 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.
- f provide statistical information related to the WiR Program including, but not limited to, number of people attending events , number of people receiving training, number of events held, and any other interventions related to or resulting from the work of the WiR.

6. Termination

Notwithstanding clause 7, for any reason whatsoever WMUK may at its sole discretion find that the WiR as set out in Exhibit 2 is unsuitable to perform the duties as per this Agreement. WMUK shall notify the Institution to state the WiR is unsuitable. The Institution shall ensure the removal of the WiR from the project and use its best endeavours to arrange the appointment of a suitable replacement. 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.

7. WMUK Responsibilities

WMUK shall:

- a 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.
- b review by regular telecons between Institution and WMUK stakeholders the programme schedule, scope, risks, and issues.
- c write a programme report **after the x-month residency** for live publication on the WMUK wiki, and an email summary sent to stakeholders in the Institution and WMUK.
- d conduct an in-person programme review with a representative of WMUK and WiR.

8. Timeframe

| | |
|--------------|----------------------------------|
| First date: | Funding agreed, work-plan agreed |
| Second date: | Advertise residency |
| Third date: | Recruitment process |
| Fourth date: | Residency begins |
| Fifth date: | Residency reviewed |
| Sixth date: | Residency ends |

9. Costs

In order to deliver the outcomes of the research project WMUK may agree to pay to the Institution a grant as set out in our Letter of Intent (LOI).

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 under the LOI if the Institution or WiR have not, in WMUK's sole discretion, completed their obligations contained in this agreement.

10. Term and Effect of Termination

This agreement shall commence with the commencement of the WiR in post on [expected date] and shall continue for a fixed term of x-months unless terminated by WMUK on thirty (30) days written notice.

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 (30) days of receiving written notice of the breach.

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

- (a) safely return to WMUK all property and information of WMUK then in its possession or control;
- (b) provide the WMUK with full written details of the research program insofar as they have not already been provided; and
- (c) 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.

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 Wikimedian in Residence program or at any time afterwards.

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); 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.

Exhibit 1: Duties and responsibilities of WiR

The duties of the Wikimedian in Residence will be to:

- Encourage and initiate the creation of new content and the improvement of the quality of existing entries relating to Example GLAM collections and objects on Wikipedia and sister websites, in conjunction with curators and other colleagues.
- Organise events to create or expand existing articles about notable items or subjects of specific relevance to the collection and the organisation's expertise.
- Encourage and increase the direct participation of the Example GLAM in the provision of content for Wikipedia.
- Establish links between the Example GLAM archives/curatorial/collections staff and Wikimedia volunteers.
- Cultivate the relationship between Wikimedia UK and the Example GLAM with a view to creating possible joint projects.
- Support Wikimedians already editing articles related to the institution both locally and internationally.

Exhibit 2: Representatives

WiR: *[INSERT NAME] TBC*

Institution representative: John Smith

WMUK representative: Jon Davies, CE; Daria Cybulska

Exhibit 3: Project Outcomes

- For the Example GLAM this is summarised as “_____”
- For WMUK this is summarised as “to help people and organisations build and preserve open knowledge, to share and use freely.”

The project will create opportunities and training leading to the delivery by editors of the following:

Delivery of x+ public workshops for editors ('editathons')
Delivery of y+ workshops for z+ staff and researchers.

An increase in the number of regular Wikipedia/Institution contributors
The identification of material for future Wikimedia digitisation projects.

The WiR is not expected to provide content but to work with the Wikimedia community to improve the following type of content:

- i. Example GLAM collections related content. This would be selected by the Institution and could include high-profile projects.
- ii. Content on important holdings, both physical and digital, of the Example GLAM, including digitisation projects.

Overall Outcomes:

- 1 A Wikimedian in Residence appointed and in post.
- 2 Functional relationship and resolved changes for wiki content to harmonize with Wikipedia, Wikimedia Commons, and sister website policies.
- 3 Established network of e-volunteer Wikimedians supporting the work of Wikimedia UK and the WiR.
- 4 Events delivered that create significant contributions to English and non-English language Wikipedias, Wikimedia Commons, and sister projects.
- 5 At least one event with e-volunteers actively involved.
- 6 An identified number of staff based at the Institution who learn to edit and continue to contribute.