

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 _____ from Month _____ Year _____ 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 be completed during the course of this Agreement:

1. To perform the key aims and responsibilities as set out in Exhibit 1.
2. Work towards the improvement in quality of Wikimedia projects content related to the collections and content of the Institution;
3. To promote digital engagement in areas related to the work of the Institution;
4. To provide training opportunities for staff, volunteers, and researchers associated with the Institution;
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.

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:

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 report to WMUK about the activities undertaken by the WiR each quarter (or as needed); and
3. 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 Wikipedian in Residence shall have experience of: (i) editing Wikipedia content (desirable, not essential, and dependent on the agreed focus of the project); (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. On a case by case basis it may be discussed whether editing Wikipedia is an essential or a desirable skill.

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

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 reporting for the _____ WiR will be via _____ at _____ for routine staff issues and office support. Support issues that relate to the WMUK office or matters relating specifically to the Wikimedia websites will be directed to Daria Cybulska, the WMUK Programme Manager. Any Programme expenditure that WMUK may be required to pay shall be approved in advance using WMUK office expenditure policies, and as per section 8 - Costs.

3. Project outcomes

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

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:

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

5. Institutions Obligations and Responsibilities

The Institution agrees and warrants to:

1. perform the projects, and such other work as shall be reasonably expected by WMUK from time to time with all skill and care.
2. 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.
3. provide computer and other equipment required for the WiR to perform the project as set out in Exhibit 1 and Exhibit 3.
4. accept and follow the obligations as set out in the editing policy as stated at http://en.wikipedia.org/wiki/Wikipedia:Editing_policy.
5. 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.
6. ensure that a programme report is written - for publication on the WMUK wiki, 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 Resident is not working full time.
7. 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.
8. 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, and that the release is irrevocable. The WiR will not upload any other materials owned by the Institutions without their prior written consent.

6. 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.
4. request a programme report summarising the residency.

7. 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.

8. Costs

In order to deliver the outcomes of the project WMUK may agree to pay to the Institution a grant as set out in a letter of intent.

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 (acting reasonably), completed their obligations contained in this agreement.

9. Termination

Notwithstanding clause 10, 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.

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 Conflict of Interest policy,
2. negative impact of Wikimedia brands,
3. being banned from Wikimedia projects for longer than 30 days.

10. Term and Effect of Termination

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

Written notice must be given in case of any breach of this agreement. The party in breach must remedy within thirty (30) 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.

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.

The Wikimedian in Residence can 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); 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 cannot 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: [INSERT NAME]

Institution representative: [INSERT NAME]

WMUK representative: [INSERT NAME]

Exhibit 3: Project Outcomes

- For _____ this is summarised as “_____”
- For WMUK this is summarised as “to help people and organisations create and preserve open knowledge and to provide easy access for all.”

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. [INSERT DRAFT GOALS OF THE RESIDENCY TO FIT THE STRATEGY GOALS OF WIKIMEDIA UK: https://wikimedia.org.uk/wiki/Strategy_monitoring_plan]
3. Significant amount of delivery in the Duties listed in Exhibit 1.

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