

Chapter Fundraising Agreement 2010

From Internal-

The 2010-11 **Chapter Fundraising Agreement** is designed to cover chapter fundraising from **November 1, 2010 to June 30, 2011**.

This agreement defines the scope of a fundraising collaboration between the Wikimedia Foundation (hereafter 'the WMF') and WIKIMEDIA - ÖSTERREICH (hereafter 'the Chapter'). The WMF agrees to drive traffic to fundraising efforts of the Chapter based on the IP address (and estimated geographic location) of visitors to Wikimedia sites for the period of the agreement, and to share related donor information with the Chapter. The Chapter in return agrees to observe certain fundraising, donor privacy, and reporting practices, and to support the global mission of Wikimedia.

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Background

This agreement is designed to clarify the separate responsibilities of the WMF and the various Chapters in fundraising, and to establish principles of successful long-term partnership. A diversity of small donors is important for preserving the independence of the Wikimedia projects, and the WMF is committed to pursuing a model of distributed fundraising in which global, multilingual, and Chapters-driven outreach to donors plays a central part.

This partnership is founded on shared principles of fundraising in the Wikimedia movement, which have been articulated at a high level by the Wikimedia Foundation Board of Trustees.^[1] More specifically, these principles include:

1. Providing clear information about who donors are supporting and how donations are used;
2. Protecting the security and confidentiality of donor information, and setting donor expectations accordingly;

3. A public accounting of funds raised and the finances of the recipient organization;
4. Sending timely follow-ups to donors, from an initial thanks to later 'supporter stewardship' updates about the impact of their donation;
5. Maintaining related organizational and technical structures (an active treasurer, databases, payment systems, etc.);
6. Open community collaboration on messaging, testing, public outreach, etc., with the aim of securing the highest possible public support for the Wikimedia mission.

Our commitment to working together means sharing successes and failures. It also means working with the international Wikimedia movement on joint fundraising campaigns, irrespective of geography or chapter affiliation, including mass communication to donors.

Definitions

- "WMF" refers to the Wikimedia Foundation, Inc. based in San Francisco, California.
- "Chapter" refers to the Wikimedia chapter covered in this agreement.
- "WMF fundraising landing page[s]" refers to the webpage[s] managed and hosted by the WMF to solicit online donations.
- "Chapter fundraising landing page[s]" refers to the webpage[s] managed and hosted by the Chapter to solicit online donations.
- "Chapter's geography" refers to a geographic region associated with the Chapter.
- "Primary language" refers to the language used for all official documents. (For the WMF, this is English.)
- "Visitor" refers to a visitor to one of the Wikimedia sites, who may visit the fundraising pages and make a donation.
- "Qualified" refers to chapters that meet the requirements to qualify for participation in this agreement.
- "Banner" refers to banner notices that are put up across the Wikimedia sites during fundraising campaigns, notably the annual campaign that runs for roughly two months and generates a majority of individual donations.

Fundraising process

- The parties will jointly decide on the text for banners and donation landing pages. Data from test runs and live performance during a fundraising campaign may be used to revise these decisions during the agreement period. [2]
- Geolocation of visitors by their IP address will determine whether they are directed to the Chapter's donation landing page or shown Chapter-specific banners. All visitors from an address within the Chapter's geography will be directed to the Chapter's fundraising landing page.
- Visitors whose IP addresses are not identified as within the Chapter's geography may be shown other banners and directed elsewhere[3] regardless of the physical address of the visitor.
- Both parties will process donations they receive through this process and acknowledge donors as described under "Mutual obligations".
- Both parties will continually share data on the performance of their fundraising landing pages, to enable analysis and improvement of the process.
- Updates to fundraising links, in the banners and elsewhere on the projects, will be decided jointly.

Obligations and prerequisites

Prerequisites

To enter into this agreement, the Chapter must be able to

- Receive and deposit online donations into a dedicated bank account, and make international monetary transfers or other payments from that account;
- Contribute funds without restrictions to the WMF in support of WMF's charitable mission and in support of the global infrastructure of Wikimedia projects;
- Support the receipt and processing of donations. This includes the technical capacity to handle the donations;^[4]
- Accurately and promptly account for donations. This includes the organizational capacity to handle related communication.^[5]

The WMF must be able to implement industry standard technology to identify visitors from the Chapter's geography through geolocation.

Mutual obligations

- Both parties will provide assurance (with supporting documents as required) that they are qualified to participate in this agreement, as defined above.
- Both parties will follow established accounting and reporting practices regarding their respective revenue and spending.
- Both parties will comply with all fundraising regulations applicable in their jurisdiction.
- Each party will publicly release a full accounting of revenues collected and spent. This will be released in a timely manner^[6] in the primary languages of both parties^[7]
- Each party will also release a list of major planned events, programs, and/or expenditures that will be supported with fundraising revenue. Each item on the list should include a brief description, a projected timeline, and a budget. This will be released in a timely manner around the commencement of the respective organization's fiscal year.
- Both parties will collaborate on geography-specific and global campaign messaging, to promote both short-term and long-term fundraising success and the stewardship of a strong donor community, consistent with the values of the Wikimedia movement.
- Each party will assign a primary point of contact ('fundraising contact') for all fundraising matters.
- Both parties will share fundraising, stewardship, and cultivation events, along with reports of both successes and failures. This includes publicly posting all mass direct communications (email and mail) for comment before implementation.
- Both parties will acknowledge and thank donors within six months of receiving a gift,^[8] and will fulfill any legal obligations in their respective jurisdictions, such as sending tax receipts and compiling donation reports.
- Both parties will report their online revenues to one another no later than four weeks after the end of each month.
- Both parties will adhere to a shared donor privacy policy, found at http://wikimediafoundation.org/wiki/Donor_Privacy_Policy. If the Chapter wishes to deviate from this privacy policy, it will submit a variant for approval to WMF in advance. The Chapter will place a link to this policy, a translation, or an approved variant, on the Chapter fundraising

landing page.

Obligations of the Chapter

The chapter will:

- Provide hyperlinks to its Chapter fundraising landing pages;
- Pursue tax-deductible or non-governmental organization status if applicable and obtainable in the Chapter's home country;
- Work with the WMF fundraising contact to gather and share fundraising data, as requested by the WMF fundraising contact. This may include the number of donations, average size of donation, and donation origin (such as banner tracking information, and number of hits and completions to particular landing pages)

Revenue sharing

The Chapter agrees to contribute 50% of its gross online fundraising revenue during the agreement period to the WMF, in support of the WMF's charitable mission and the global infrastructure of the Wikimedia projects, with the following permitted exclusions:

- Event sponsorships;
- Restricted gifts, such as grants by foundations or governments;
- Individual donations given directly to the Chapter and not resulting from online fundraising;
- An amount equal to 50% of donations that the WMF receives that can be reasonably identified as coming from the Chapter's geography.^[9]
- Up to 10% of revenue to cover fundraising costs. For amounts over \$100,000, the Chapter shall provide an itemized statement of expenses;
- One-time legal and accounting costs required to provide assurances that foreign transfer of charitable funds for WMF charitable activities can be completed in compliance with national requirements.

Contributions should be made by April 1, 2011 and September 1, 2011, and should account for revenue received up to January 31, 2011 and June 30, 2011 respectively.

The WMF will publicly acknowledge the amount of money transferred by the chapter to WMF as part of this agreement, in its Annual Report. The WMF will also provide a monthly summary of activities (such as its Report to the Board) along with a brief summary (no more than 1 page), to document the general uses of Chapter contributions by the WMF.

Obligations of the WMF

The WMF will:

- Provide fundraising expertise and advice, as requested;
- Provide information and plans with regard to the fundraiser, such as a timeline and list of people involved and their responsibilities;
- Provide legal advice with regard to transfer of money, tax deductibility, records keeping, donation acknowledgment, and other fundraising regulations, as needed;
- Answer any questions from the Chapter with regard to the fundraiser;
- Work with the Chapter fundraising contact to provide data related to fundraising in the Chapter's geography, as requested by the Chapter fundraising contact. This may include the number of

donations to the WMF, the average size of the donation, donation origin and donation source (such as by check or wire transfer).

Future fundraising partnerships


- Both parties agree to best faith efforts to meet mutual and individual obligations under this agreement and to proactively identify and remedy deficiencies in a timely fashion.
- Failure to make reasonable efforts to quickly remedy deficiencies may have negative implications for future participation in fundraising partnerships.

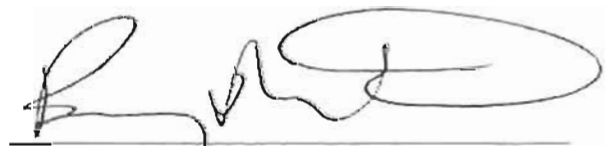
Footnotes

1. 1 See WMF Board resolution of October 10, 2010.
2. 1 For instance, the WMF and the Chapter might agree to run multiple versions of landing pages to test performance.
3. 1 generally to the fundraising landing page of the WMF or of another chapter
4. 1 For donation volume, expect a peak of 150% of the highest volume day in the previous year for the same geography.
5. 1 For instance, completing paperwork and reports required by regulatory requirements, providing donors with documentation of their gift such as tax receipts where required, and thanking donors for their support.
6. 1 Generally: within three months after the end of the respective organization's fiscal year.
7. 1 That is, for the WMF, in English; for the chapter, in English if preferred by the chapter, or in the Chapter's primary language (if not English) with an appropriate summary in English.
8. 1 Preferably earlier.
9. 1 The WMF should not be required to put unnecessary effort into identifying such donations, but will use reasonable technical methods to identify such donations.

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Accepted by:


KURT KULAC, HEAD WIKIMEDIA - ÖSTERREICH
FOR THE CHAIR


Barry Newstead for the Wikimedia Foundation, Inc.