

Agreement between Wikimedia Foundation and Wikimedia Österreich

January 28 2011

Preamble

The Wikimedia Foundation, Inc. is an international non-profit organization dedicated to encouraging the growth, development and distribution of free, multilingual content, and to providing the full content of these wiki-based projects to the public free of charge.

Wikimedia chapters are independent organisations which operate in a specific geographical region and support the aims of the Wikimedia Foundation. This agreement constitutes the formal recognition of this independent organisation, Wikimedia Österreich, as a Wikimedia Chapter and defines the rights and obligations of both the Wikimedia Foundation and the Wikimedia Chapter.

1. Mission

The Chapter and the Foundation shall seek to mutually support the activities each of the other. The declared goals of the Chapter and those of the Wikimedia Foundation must not be in opposition.

2. Name

Irrespective of their locally incorporated names, the chapter is authorised to assume and operate under the title "Wikimedia Österreich" for all operations as a Wikimedia chapter.

3. Geographic limits

This Chapter is authorized to cover the geographic region of Austria. The Foundation will not seek to create or authorize the creation of any additional chapter within this geographic region. The Foundation will not engage with other local organizations without consulting with the chapter.

4. Wikimedia logos and trademarks

- 4.1. The Wikimedia Foundation seeks to protect its interest in its trade and business marks in addition to ensuring that its good reputation is not tarnished by the improper use of those marks.
- 4.2. The Chapter is obliged to utilise the Wikimedia logo and name in all their related activities and are hereby authorised to do so by the Foundation.
- 4.3. Where necessary to disambiguate, a logo depicting the name of the Chapter (localized logo) may be used. Any such logo must be approved in advance by the Foundation.
- 4.4. The Chapter will respect the [Wikimedia visual identity guidelines](#), of which a copy (appendix 1) is joined to this contract.
- 4.5. The use of the Wikimedia logo and localized logo by the Chapter shall be free of any payment or royalties.
- 4.6. The Chapter will as far as possible ensure that use of the logo and trademark does not create confusion with use by the Wikimedia Foundation.

- 4.7. Commercial use of the Wikimedia name, logo, or localised logo shall be subject to the terms of a separate trademark agreement between the two parties.

5. Other logos and trademarks

- 5.1. The Foundation owns, controls and uses many additional marks. These marks are listed in appendix 2 of this contract and may vary from time to time.
- 5.2. The Foundation hereby authorises the Chapter to utilise these additional marks free of any payment or royalties, solely for their own use in publicity, fundraising, media relations and management.
- 5.3. Commercial use of these additional marks shall be subject to the terms of a separate trademark agreement between the two parties.

6. Conduct

- 6.1 The Chapter shall seek to ensure in all dealings that it does not appear to speak for or act for the Foundation except insofar as may be agreed upon with the Foundation. The Foundation shall not speak or act on behalf of the Chapter except insofar as may be agreed upon with the Chapter.
- 6.2 The Chapter agrees to support the activities of the Foundation so far as it is permitted to do so and to refrain from (a) engaging in any illegal activity; (b) engaging in any social or political activism which might distract from the promoting of free content and knowledge; and (c) engaging in any activity that might negatively impact the work or image of the Wikimedia Foundation.
- 6.3 The Foundation agrees to support the activities of the Chapter and to not engage in any activity that might negatively impact the work or image of the Chapter.

7. Bylaws

- 7.1. The Chapter shall supply to the Foundation a copy of its bylaws and or incorporation documents together with a certified translation into English if not already in that language.
- 7.2. The Chapter shall be required to advise the Foundation of any planned or actual change in the bylaws or status of the Chapter which might affect the Foundation or the continued existence or effectiveness of this contract.
- 7.3. The Foundation shall be required to advise the Chapter of any planned or actual change in the bylaws or status of the Foundation which might affect the Chapter or the continued existence or effectiveness of this contract.

8. Activity report

- 8.1. The chapter shall supply a written activity and financial report in English at least once a year to the Foundation, within four months of each chapter year end.
- 8.2. The Foundation shall supply a written activity and financial report from the Foundation Board in English to the Chapter within four months of each Wikimedia Foundation year end.

9. Duration and revocation

The term of this agreement is one year and is automatically renewed unless notice is given three months in advance by either party. Notice of revocation needs to be made in writing and given to the other party. Upon termination of this agreement, the chapter will cease to be recognized and all permissions including usage of trademarks, logos and name usage shall be withdrawn with immediate effect.

10. Applicable Law

This agreement is subject to the laws of the United States of America and the State of California, without regard to conflict of law rules.

11. Jurisdiction and Venue

The Foundation and Chapter agree that in the event of litigation, venue shall be proper only in the courts of competent jurisdiction for San Francisco County, California. The Foundation and Chapter agree to be subject to the jurisdiction of said courts for purposes of any action brought pursuant to this agreement.

12. Mandatory Mediation

Prior to the commencement of any lawsuit, both parties agree to a mandatory mediation process, to be conducted in person before a certified mediator agreed by the parties. Upon completion of good faith mediation and certification of an impasse by the mediator, either party may bring suit no sooner than 30 days following the certification of impasse.

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Accepted by:

Barry Newstead for Wikimedia Foundation, Inc.

February 1, 2011

Effective date