

Wiki UK Limited Chapter Agreement

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.

Wiki UK Limited is a Company Limited by Guarantee registered in England and Wales, with the object of aiding and encouraging people to collect, develop and effectively disseminate knowledge and other educational, cultural and historic content in the public domain or under a license that allows everyone to freely use, distribute and modify said content.

Wikimedia chapters are independent organizations, which operate in a specific geographical region and support the aims of the Wikimedia Foundation. This agreement constitutes the formal recognition of Wiki UK Limited as a Wikimedia Chapter and defines the rights and obligations of both the Wikimedia Foundation and the Wikimedia Chapter.

1. Mission

Wiki UK Limited (hereafter, “(the) Chapter”) and the Wikimedia Foundation (hereafter, “(the) Foundation”) shall seek to mutually support the activities each of the other. The declared goals of the Chapter and those of the Foundation must not be in opposition.

2. Name

Irrespective of their locally incorporated names, the Chapter is authorized to assume and operate under the titles “Wikimedia England”, “Wikimedia Scotland”, “Wikimedia Wales”, “Wikimedia Northern Ireland”, “Wikimedia Britain”, “Wikimedia Great Britain”, “Wikimedia GB”, “Wikimedia United Kingdom” and “Wikimedia UK” and translations of these titles into other languages, for all operations as a Wikimedia chapter.

3. Geographic limits

This Chapter is authorized to cover the geographic region of the United Kingdom of Great Britain and Northern Ireland. The Foundation will not seek to create or authorize the creation of any additional chapter within this geographic region without obtaining the consent of the Chapter.

4. Wikimedia logos and trademarks

- 4.1. The 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 utilize the Wikimedia logo and name in all their related activities and is hereby authorized 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 Foundation.
- 4.7. Commercial use of the Wikimedia name, logo, or localized 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 may be listed in an appendix of this contract and may vary from time to time.
- 5.2. Commercial or noncommercial use of these additional marks by the Chapter 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 Foundation.
- 6.3. The Foundation agrees to support the activities of the Chapter and to not engage in any activity

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 that 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 that 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 Foundation year-end.

9. Duration and revocation

9.1. The term of this agreement is one year and is automatically renewed unless either party gives notice three months in advance. 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.

9.2. If any controversy or claim arising out of or relating to this contract, or the breach thereof, shall arise, the Chapter and the Foundation agree that Mandatory Mediation shall apply as per clause 12 and that the effect of any notice given shall be stayed pending such arbitration.

9.3. This agreement may be amended by the mutual agreement of both parties. Any such amendment shall take effect from the date of that amendment or such other date as may be agreed jointly and shall not overturn the legality or validity of any action by either party prior to the amendment taking affect. At such point as the amendment shall come into effect it shall be considered as an integral and equal part of the agreement.

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.

Signed:

_____ / / _____, Thomas Holden, Treasurer, Wiki UK Limited

_____ / / _____, Michael Peel, Membership Secretary, Wiki UK Limited

_____ / / _____,

Appendix 1 – Wikimedia Visual Identity Guidelines

About this styleguide

Wikimedia has a vision which brings together thousands of volunteers from all over the world. This decentralized structure makes it all the more important for Wikimedia to be recognizable as one organisation. For this, we have common goals, but we also have a common visual identity.

This styleguide is designed to provide all within and without the Wikimedia organisation a clear set of rules to follow for the best use of our trademark, logos, and colors. Note that no derivative of the Wikimedia logo can be published without prior approval from the Foundation.

The Wikimedia signature: the logo

The Wikimedia logo is composed of a symbol and a name. Both elements are closely linked and should only be used within the frame described hereafter. This styleguide presents a set of ground rules that should be followed at all times in order to keep the integrity of the Wikimedia identity.

Colors

The logo comprises of 4 colors. Red, Green, Blue and Gray. The colors are defined for the different possible media and should not be changed.

The color specifications are listed in the Color specifications section below

- Example of color logo



For use in non-colored environments, please use the following specifications.

Grayscale

The following version of the logo is intended for use in a grayscale environment. Automatic translation of the original colors in grayscale will not render the proper effect, please use the color specifications listed in the Color specifications section below for grayscaling the logo.

- Example of grayscale logo



Monochrome

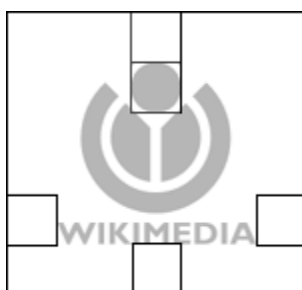
In case the logo needs to be used in a monochrome environment (fax, rubber stamps, promotional objects etc.), it should only be used in black (on light backgrounds), or white (on dark backgrounds).

- Example of monochrome logo



Placement

The logo should be placed, where applicable, in the top right corner of the page. The logo should always be surrounded by margins of at least the size of the red circle's diameter (see figure)



Logo usage

- The colored Wikimedia logo should always be used on a white or very light gray background (max. 15% black), never on a colored background.
- The logo should not be turned around or distorted



Color specifications

Color/Scheme	CMYK (print)				Pantone (print alternative)		RGB (screen)				Greyscale
	C	M	Y	K	Coated	Uncoated	R	G	B	hex	
red	25%	100%	100%	25%	1805	n/a	153	0	0	#990000	75%
blue	93%	58%	18%	2%	301	267	0	102	153	#006699	50%

green	80%	15%	75%	0%	348	348	51	153	102	#339966	25%
WIKIMEDIA	0%	0%	0%	75%	446	443	72	72	72	#484848	75%
Subline	0%	0%	0%	60%	Cool Grey 11	Cool Grey 11	102	102	102	#666666	60%

Incorporation of elements in the Wikimedia signature

The Wikimedia logo is the basic visual identity of any branch of the organisation, and the sign by which the organisation will be instantly recognized. However, there are cases where a declination might be useful, especially in order to differentiate the different units of Wikimedia, ie. Foundation and local chapters mainly.

On the websites of the Foundation and local chapters, the following rules apply:

- The full logo will be used, and a subline will be added under the word WIKIMEDIA.
- The subline can be localized (eg. name of the country in the relevant language/languages). It can consist of one or more lines and can be written in the relevant script/ideograms. The WIKIMEDIA part of the logo will **not** be localized.
- The subline should be resized at 60% of the size of the word WIKIMEDIA, and its color is 60% black. The font is *GillSans bold*. A replacement font in scripts not supported can be *DejaVu Sans*

See the following examples for possible declinations:



Letterheads and business cards

In order to keep the signature intact, localized Wikimedia logos *should not* be used on business cards and letterheads, but the branch of the organisation should appear prominently in the design.

Letterheads and business cards should never be issued without express authorization from the Wikimedia Foundation or the relevant chapters. Please ask the Wikimedia Foundation or the Local chapter in your country for guidelines concerning letterheads and business cards.

Fonts

- The font GillSans is the one used for the logo. It should be used as much as possible in printed material. However, since this is not a font available by default on most computers, **Arial** should be the preferred font for the body of letters, faxes, documents. Arial is present on most computers and allows editable documents to be read without any problems.

Gill Sans light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz | 234567890

Gill Sans regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz | 234567890

Gill Sans bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz | 234567890