

# Wikimedia 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 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 as a Wikimedia Chapter and defines the rights and obligations of both the Wikimedia Foundation and the Wikimedia Chapter.

Hence

Wikimedia Foundation, Inc., a legal entity having its registered office at 200 2nd Ave. South #358 St. Petersburg, FL 33701-4313 in the United States of America

henceforth referred to as "(the) Foundation"

and

Vereniging Wikimedia Nederland, a legal entity having its registered office in Eindhoven, The Netherlands and filed with the Kamer van Koophandel (Chamber of Commerce) under number 17189036,

hereafter called "(the) Chapter"

have agreed the following.

## 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 Foundation must not be in opposition.

## 2. Name

Irrespective of their locally incorporated names, the chapter shall operate under the title "Wikimedia Nederland" for all operations as a Wikimedia chapter.

### 3. Geographic limits

This Chapter shall cover the geographic region of The Netherlands. The Foundation will not seek the recognition of any additional chapter within this geographic region without consulting with 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 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 attached to this agreement.

\* 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 social or political activism which might distract from the promoting of free content and knowledge; and (b) 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 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 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 six 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

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.

## 10. Applicable Law

This agreement is subject to the laws of the United States of America and the State of Florida, 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 Pinellas County, Florida. 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.

## 13. Agreement

This document, together with its appendices, constitutes the sole and entire agreement between the parties as mentioned above, regarding the subjects as referred to in the respective headers.

Signed for and on behalf of  
the Wikimedia Foundation by:

Name: Sue Gardner

Signature:



Date: 9 December 07

Signed for and on behalf of  
Wikimedia Nederland by:

Name: E.H. Waterman  
(chair)

Signature:



Date: December 02, 2007

Name: R. Beelaard

Signature:



Date: 5-12-07

# Appendix 1

## Wikimedia visual identity guidelines

### Wikimedia Styleguide

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#### About this styleguide

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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.

This styleguide is official policy of the Foundation.--Jimbo Wales 21:59, 25 February 2006 (UTC)

### The Wikimedia signature: the logo

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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

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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

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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

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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).

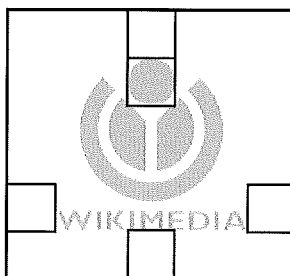
- Example of monochrome logo



## Placement

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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

	CMYK (print)				Pantone (print alternative)	
	C	M	Y	K	Coated	Uncoated
red	25%	100%	100%	25%	1805	n/a
blue	93%	58%	18%	2%	301	267
green	80%	15%	75%	0%	348	348
WIKIMEDIA	0%	0%	0%	75%	446	443
Subline	0%	0%	0%	60%	Cool Grey 11	Cool Grey 11

	RGB (screen)				Grey scale
	R	G	B	Hex	
red	153	0	0	#990000	75%
blue	0	102	153	#006699	50%
green	51	153	102	#339966	25%
WIKIMEDIA	72	72	72	#484848	75%
Subline	102	102	102	#666666	60%

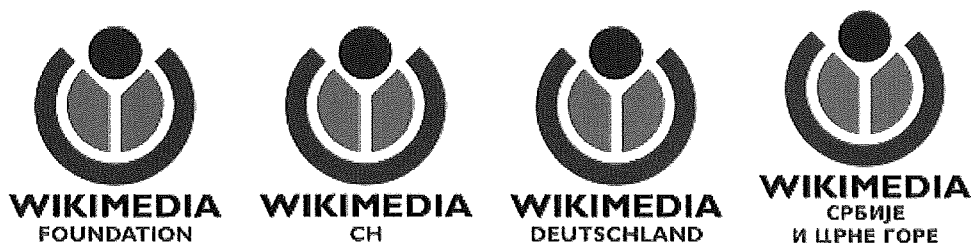
## Incorporation of elements in the Wikimedia signature

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 (see examples).

## Letterheads templates

Depending on country and legal requirements, the footer of letterheads can be adapted to allow the necessary information to appear. However, the logo should always appear in the top right corner, whereas the localized information about the specific branch of the organisation should appear in the left top corner. This line will be written in GillSans and in the same color as the word Wikimedia on the logo.



- Letter US format: example Wikimedia Foundation

**WIKIMEDIA FOUNDATION**



Wikimedia Foundation, Inc. • 200 2nd Avenue S., Suite 358 • St. Petersburg, FL 33701-4313 • USA  
Phone: 1-727-231-0101 • Fax: 1-727-258-0207 • <http://wikimediafoundation.org>

- A4 European format: example Wikimedia Deutschland

**WIKIMEDIA DEUTSCHLAND**  
Gesellschaft zur Förderung Freien Wissens e.V.



Wikimedia Deutschland  
Gesellschaft zur Förderung  
Freien Wissens e.V.

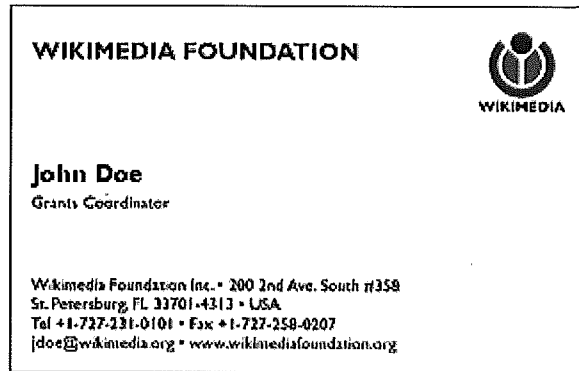
Postfach 62 05 65  
D-10795 Berlin  
[www.wikimedia.de](http://www.wikimedia.de)

Eingetragen beim Amtsgericht  
Berlin-Charlottenburg unter  
der Nummer 13855 Nz

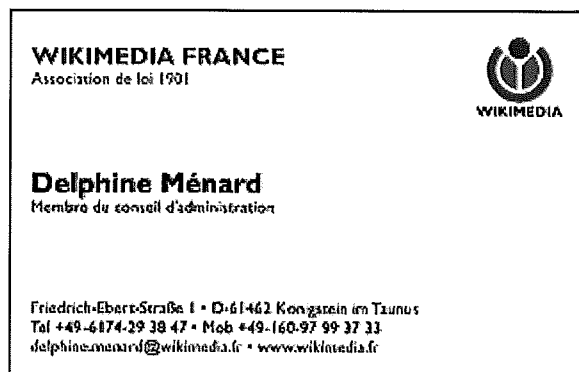
Kontonummer 12 87 300  
Bank für Sozialwirtschaft, Berlin  
Bankleitzahl 100 205 00

## Business cards templates

### Business card Wikimedia Foundation



### Business card Wikimedia France



Letterheads and business cards should never be issued without express authorization from the Wikimedia Foundation or the relevant chapters.

## 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**

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and "[http://internal.wikimedia.org/wiki/Wikimedia\\_visual\\_identity\\_guidelines](http://internal.wikimedia.org/wiki/Wikimedia_visual_identity_guidelines)"

## Appendix 2: List of trademarks - Wikimedia Foundation

At the time of this agreement, the Wikimedia Foundation owns, controls and uses the following marks:

.Wikimedia  
Wikipedia  
Wikipédia  
Wiktionary  
Wikinews  
Wikisource  
Wikibooks  
Wikiquote  
Wikispecies  
Wikiversity  
Wikimedia Commons  
Wikimania