

Wikimedia Foundation Chapter Affiliation Agreement

This Chapter Affiliation Agreement ("Agreement") is entered into as of _____, 20____ ("Effective Date"), between Wikimedia Foundation, inc., a Florida non-profit corporation ("Foundation"), and _____, a _____ ("Chapter").

Background

A.Foundation is dedicated to encouraging the growth, development, and distribution of free, multilingual content, and to providing the full content of such wiki-based projects to the public free of charge. Independent regional groups have formed to support the philosophical and cultural aims of Foundation. These groups, like Foundation, aim to empower and engage people around the world to collect and develop educational content under a free license or in the public domain, and to disseminate it effectively and globally.

B.Chapter wishes to engage in activities that further the purposes of Foundation and, to that end, affiliate with Foundation as a chapter. Foundation is willing to grant Chapter the right to be affiliated with Foundation on the terms and conditions described in this Agreement and, together with Chapter, intends this Agreement to terminate and replace any and all prior chapter affiliation agreements between Chapter and Foundation (collectively, the "Prior Agreements").

C.As contemplated by Section 2.1 of this Agreement, Chapter and Foundation are entering into a Chapter Trademark License Agreement (the "License Agreement"), the form of which is attached as Exhibit A, concurrently with this Agreement.

Foundation and Chapter agree as follows:

1.Terms of Affiliation

1.1.Grant of Affiliation. Foundation hereby grants to Chapter and Chapter accepts the exclusive, non-transferable right to be affiliated with Foundation and to be known as the "Wikimedia [Region]" Chapter for as long as this Agreement remains in effect.

1.2.Geographic Limitation. Chapter's geographic region ("Region") consists of _____ . Chapter may carry out activities both inside and outside of the Region, except that it may not direct targeted fund raising solicitations to persons or organizations outside of the Region, unless those persons receiving solicitations are themselves members of the Chapter. Chapter may, where appropriate, solicit grants and other funding from national and transnational governmental entities. Foundation shall not grant any additional chapter affiliations within the Region without consultation with the Chapter.

1.3.Initial Term. This Agreement shall commence on the Effective Date and shall expire on the first anniversary of the Effective Date, unless terminated earlier as provided in Section 8.

1.4.Renewal. This Agreement may be renewed for successive one-year terms. If Chapter wishes to renew this Agreement, Chapter must deliver to Foundation a written request to renew no later than ninety (90) days before the expiration of the current term. This Agreement may be renewed only if the License Agreement is renewed concurrently, and Chapter is in compliance with all terms and conditions contained in this Agreement and the License Agreement at the time the request to renew is delivered through the time of commencement of the renewal term. Foundation shall notify Chapter, no later than thirty (30) days before the expiration of the current term, whether or not the Agreement shall be renewed, it being understood that Foundation may make that decision in its sole

discretion. If this Agreement is not renewed, it shall terminate at the end of the current term. Failure by Chapter to deliver a timely notice of renewal shall be treated as a final decision not to renew.

1.5.Termination of Prior Agreement. This Agreement terminates and replaces any and all Prior Agreements.

2.Trademarks

2.1.Use of Marks. As provided in and subject to the terms and conditions of License Agreement (Exhibit A), Chapter may use the Chapter Marks and Project Marks, each as defined in the License Agreement (Exhibit A), for the limited and non-commercial purposes of (i) identifying itself as a Foundation chapter and (ii) identifying itself as affiliated with and dedicated to support of Foundation projects and culture. All such uses shall be in a manner consistent with and incidental to the carrying out of Chapter activities as contemplated by Section 3.2 of this Agreement. Such permitted uses may include, but are not limited to, website identification, communications and outreach materials, and non-commercial promotional products, all as provided in the License Agreement (Exhibit A). Chapter shall not sublicense any Chapter Mark or Project Mark without prior written consent of Foundation. Chapter may give away trademarked merchandise either in response to a donation or gratis or for any other purpose that furthers the Chapter's or the Wikimedia Movement's mission. Chapter agrees that any sales of trademarked merchandise in commerce requires a separate and independent agreement between Chapter and the Wikimedia Foundation. Chapter acknowledges that commercial sales of trademarked merchandise may give rise to legal and tax liability and risk that any such sales may create foreign jurisdiction over Chapter, the Foundation, or both. In general, commercial sales of trademarked merchandise may be understood to be sales theoretically or actually subject to the taxing authority or authorities in the Region in which such sales take place. Nothing in this Agreement shall be construed as giving Chapter permission to use any Chapter Mark or Project Mark except as expressly provided in the License Agreement (Exhibit A).

2.2.Limitation on Use of Project Marks. As provided by the License Agreement (Exhibit A), any Chapter website page or item displaying a Project Mark must also display either a Chapter Mark or the phrase "Wikimedia [Region]." Such Chapter identification must be at least of equal prominence as the Project Mark.

3.Chapter Activities

3.1.Board Representation. Chapter shall be entitled to participate in the selection of trustees of the Foundation's Board of Trustees as contemplated under Article IV, Section 3 of Foundation's bylaws.

3.2.Programs and Activities. Chapter shall be free to plan, develop, carry out, and publicize its activities as it sees fit, subject to the general principle that Chapter's authorization to identify itself as a Foundation chapter, and the scope of its rights to hold itself out as a Foundation chapter, is based on and limited to its carrying out programs and activities that further the purposes and objectives of the Wikimedia movement and that are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter acknowledges such requirements and limitations and, to that end, shall conduct itself and carry out activities in accordance with them. Such activities may include, but are not limited to:

(a)Organizing Events. Chapter may organize events in order to promote Chapter projects, free content, and wiki culture. Such events may include but are not limited to participation in trade shows, organizing Wikimedia parties, or participating in panel discussions or lectures.

(b)Promoting Wikimedia Projects and Values. Chapter may promote Wikimedia projects, free content, and wiki culture through such vehicles as Chapter may determine.

(c)Third Party Relationships. Chapter may enter into non-commercial arrangements with organizations within the Region to obtain content under free licenses, to help such organizations use Wikimedia content, and to engage potential new volunteer contributors.

(d)Public Relations. Chapter may engage in public relations and outreach activities on Chapter's own behalf.

(e)Fundraising. Chapter may conduct fund-raising activities within the Region to support Chapter's activities, in accordance with all laws of the Region. Chapter may solicit funds from governmental or non-governmental organizations in support of its activities. Chapter may solicit funds from those of its membership who are outside the Region.

3.3.Responsibility. Chapter acknowledges that it has sole responsibility for the planning, management, and carrying out of Chapter's programs and operations, including but not limited to payment of all expenses and other liabilities that it may incur in such operations.

4.Chapter Obligations

4.1.Conduct. Chapter shall not engage in social or political activism which might distract from the promotion of free content and knowledge, any illegal activity, or any activity which might negatively affect the work or image of Foundation. Chapter may promote free culture, free and open-source software, and free knowledge at any time; such activity is understood to be consistent with this clause and with the mission of the Wikimedia Movement.

4.2.No Authority to Act for Foundation. Chapter shall not hold itself out as an agent or representative or division of, permit its employees, directors, officers, agents, and representatives to speak or act on behalf of or purport to speak or act on behalf of Foundation, including but not limited to making statements that purport to be official positions of Foundation.

4.3.Non-Profit Status. Chapter at all times shall remain in good standing as a non-profit entity in the jurisdiction of its incorporation and otherwise in accordance with the laws of the Region. Chapter shall advise Foundation within thirty (30) days if its status as a nonprofit entity changes.

4.4.Compliance with Law. Chapter shall comply with all applicable law in its activities under this Agreement. Chapter shall make all filings and maintain, at its own expense, all permits, licenses, and other governmental approvals that may be required in the Region in connection with its performance of this Agreement.

4.5.Bylaws and Incorporation Documents. Chapter shall provide Foundation with a copy of its bylaws and incorporation documents, along with a translation into English if not in English in the original. Chapter shall conduct its activities in accordance with its bylaws, and shall comply with relevant requirements set forth in Foundation's bylaws and all chapter-related policies, procedures, handbooks, manuals, or other written guidance that may be promulgated by Foundation from time to time, including but not limited to those Foundation policies posted at <http://wikimediafoundation.org> and <http://meta.wikimedia.org>. Chapter shall promptly advise Foundation of any change in Chapter's bylaws.

4.6.Reporting, Record keeping, and Inspection. No later than ninety (90) days after the end of Chapter's fiscal year, Chapter shall submit to Foundation a written report describing Chapter's operations, which may include but is not limited to the following: budget, financial statements, and programs. Chapter shall maintain records related to all of its operations, including but not limited to minutes of the meetings of its members and board of directors, and reports and filings made with governmental agencies relating to its nonprofit status. Upon the written request of Foundation and at Chapter's expense, Chapter may at its own discretion, and consistent with applicable laws, provide such other documents and data to Foundation as Foundation may reasonably request, and may permit Foundation or Foundation's designated agent to review appropriate records of Chapter.

5.Foundation Activities and Obligations

5.1.Communications. Foundation shall include Chapter in any communications targeted to Foundation's chapters generally and shall make its representatives reasonably available to Chapter.

5.2.Reporting. Foundation must supply a written activity and financial report, in form and content

determined by Foundation, to Chapter within ninety (90) of the end of Foundation's fiscal year. Foundation shall promptly advise Chapter of any changes in Foundation's nonprofit status or bylaws.

5.3.Responsibility. Foundation shall support the activities of its chapters, including Chapter, in such manner and with such resources as it may determine in its sole discretion. Foundation acknowledges that it has sole responsibility for the planning, management, and carrying out of Foundation's activities under this Agreement, including but not limited to payment of all expenses and other liabilities that it may incur in such activities.

5.4.Grants. Foundation may, at Foundation's sole discretion, provide grants to support the activities of Chapter. Foundation has sole discretion as to the frequency of, amount of, activities funded by, and method of distribution of grant. Foundation is not obligated to provide grants to Chapter. Providing such grants will not establish any agency or partnership between Chapter and Foundation, nor any obligation by Foundation to provide future grants.

6.Relationship

6.1.Independent Organizations. Foundation and Chapter expressly acknowledge and agree that Foundation and Chapter are, and intend to remain, separate legal and corporate entities. Chapter agrees that the conduct of Chapter and its employees, officers, directors, representatives, members, and agents, and any other legal obligations of Chapter, are the sole responsibility of Chapter. The relationship of Chapter and Foundation under this Agreement is that of independent contracting parties. Neither Chapter nor Foundation shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

6.2.No Financial Support. Chapter and Foundation have no obligation to provide any financial support to each other for any reason. Any financial support provided by one party is in that party's sole discretion and shall not create any right in the other party to further financial support.

6.3.Taxes. Chapter shall have sole responsibility for all tax returns and payments required by any United States or foreign tax authority in connection with any of its operations. Foundation shall not be liable for any tax liability incurred by Chapter. Foundation shall not be responsible for maintaining any records relating to Chapter's financial condition or tax position.

6.4.Press Releases and Public Statements. Chapter shall obtain the Foundation's prior written consent before making any press release, official public statement, or other announcement concerning this Agreement via any web logs, news groups, mailing lists, or similar communications media.

7.Indemnification

Chapter shall indemnify, defend, and hold harmless Foundation and its officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorney's fees and expenses, and liabilities of every kind and character whatsoever resulting from (i) any breach by Chapter of its obligations under this Agreement, or (ii) any other act or omission by Chapter, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise.

Foundation shall indemnify, defend, and hold harmless Chapter and its officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorney's fees and expenses, and liabilities of every kind and character whatsoever resulting from (i) any breach by Foundation of its obligations under this Agreement, or (ii) any other act or omission by Foundation, its officers, directors, members, and agents, whether in connection

with this Agreement or otherwise.

8.Termination

8.1.At-Will Termination. This Agreement shall remain in full force and effect until the expiration of the current term unless terminated by either party upon ninety (90) days' written notice, or terminated under any of the other provisions of this Section 8.

8.2.Misuse and Attempted Assignment. If Chapter breaches any of its obligations under Sections 2, 6.4 or 10.1 of this Agreement, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

8.3.Other Breach by Chapter. If Chapter breaches any of its duties or obligations under this Agreement, other than as set forth in Section 8.2, Foundation may provide Chapter with written notice of the breach. If Chapter fails to cure the breach within ten (10) days after receipt of such notice, Foundation may terminate this Agreement upon delivery to Chapter of a written notice to such effect, with the termination effective upon delivery of such notice to Chapter. Foundation shall in its sole discretion determine whether the breach has been cured.

8.4.Dissolution and Insolvency. If Chapter (i) dissolves, liquidates, or ceases to engage in its operations, or (ii) commences any proceeding under any bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, appointment of a custodian, receiver, or trustee, or other relief, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

8.5.Reputational Harm. If Chapter engages in activity or markets any services or products or otherwise engages in conduct which, in Foundation's sole opinion, reflects materially and unfavorably upon the reputation of Foundation or subjects, agents, or assigns, including but not limited to directors, officers, and members of Foundation, or could subject Foundation or subjects, agents, or assigns to public disrepute, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

8.6.Misrepresentations. If Chapter has made or makes any misrepresentation in any statement or document it supplies to Foundation, including but not limited to (i) those statements and materials supplied to Foundation to induce Foundation to enter into this Agreement or in connection with its request for affiliation with Foundation, (ii) the Chapter's annual reports under Section 4.6, and (iii) the Chapter's bylaws and incorporation documents, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

8.7.Other Agreements. Upon termination or expiration of any other agreement between Foundation and Chapter, including but not limited to the License Agreement, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

8.8.Effect of Termination. Upon termination or expiration of this Agreement, the rights of Chapter granted under this Agreement shall immediately, automatically, and without consideration terminate and revert to Foundation. Chapter shall no longer identify itself as affiliated with Foundation. Chapter shall immediately discontinue using the Chapter Marks and Project Marks identified in Section 2.1, and all other rights and privileges associated with affiliation with Foundation. Chapter shall return to Foundation any and all property belonging to or associated with Foundation.

8.9.Survival. The provisions of Sections 6.1, 6.3, 7, 8, 9, and 10 shall survive termination of this Agreement regardless of the reason for termination.

9.Agreements Regarding Liability and Remedies

9.1.Damages. Neither Foundation nor Chapter shall be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement (including but not limited to claims for loss of revenue, loss of profit, or loss of use) even if the other party has been apprised of the likelihood of such damages.

9.2.Chapter Remedies and Claims. Chapter shall under no circumstance be entitled, directly or indirectly, to any form of compensation or indemnity from Foundation or to obtain an injunction, specific performance, or other equitable remedy as a consequence of the termination or expiration of this Agreement for any reason. Chapter waives any claims it may have against Foundation arising from any alleged goodwill created by Chapter for the benefit of Foundation or from the alleged creation or increase of a market for products, services, or other items bearing the Chapter Marks or Project Marks.

9.3.Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including but not limited to such reasonable fees and expenses of attorneys and accountants, which shall include without limitation all reasonable fees, costs, and expenses of appeals.

9.4.Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, U.S.A., without regard to principles of conflicts of law.

9.5.Submission to Jurisdiction. Chapter and Foundation consent to the exclusive jurisdiction of any state or federal court located within the city of San Francisco, California, U.S.A., and irrevocably agree that all actions or proceedings relating to this Agreement or any related matter shall be litigated in those courts. Chapter and Foundation each waive any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in any such court. Chapter and Foundation each waive personal service of any and all process upon it, and consent to service of process made in the manner described in Section 10.8. Nothing contained in this Section 9.5 shall affect the right of either Chapter or Foundation to serve legal process on the other in any other manner permitted by law.

9.6.English Language. Chapter and Foundation confirm that it is their understanding that this Agreement, as well as all other documents relating to the relationship contemplated by this Agreement, including notices, be written in the English language only. This Agreement as presently written in the English language shall be interpreted, and the rights of Chapter and Foundation shall be determined, by the English text only. Should this Agreement be translated into a language other than English, the English version shall remain controlling and shall prevail on questions of interpretation or otherwise.

10.General Provisions

10.1.Assignment by Chapter. Chapter shall not assign its rights or delegate its duties under this Agreement without Foundation's prior written consent, which consent may be granted or withheld in Foundation's sole discretion. Any attempted assignment by Chapter without Foundation's prior written consent shall be null and void.

10.2.Entire Agreement. This Agreement, including the Exhibits, and together with the concurrently-signed License Agreement, contains the entire agreement of Foundation and Chapter and supersedes any Prior Agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

10.3.Understanding. It is understood and agreed that neither Chapter nor Foundation shall be, as a result of entry into or performance under this Agreement, obligated to renew or extend this Agreement or relationship in any respect, or to negotiate any such renewal or extension, or to

engage in any other transaction or relationship.

10.4.Amendment. This Agreement may not be amended except by a written instrument signed by duly authorized officers of both Chapter and Foundation. Such a written instrument must state that it is an amendment to this Agreement.

10.5.Waiver. Any waiver of the provisions of this Agreement or of the parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

10.6.Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

10.7.No Presumption Against Drafter. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

10.8.Notices. Notices, approval, and consent under this Agreement shall be in writing and shall be delivered by mail, courier, fax, or email to the addresses set out on the signature page of this Agreement. Notices given in the manner provided by this Section 10.8 shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered by courier, fax, or email. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided above.

10.9.Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

* * * * *

In Witness Whereof, Foundation and Chapter have executed this Agreement as of the date first written above.

Wikimedia Foundation, Inc.

[Chapter]

By:

By:

Name:

Name:

Title:

Title:

Address:

P.O. Box 78350
San Francisco, CA 94107

Address:

Telephone Number:
415-839-6885

Telephone Number:

Fax Number:
415-882-0495

Fax Number:

Email address:
Exhibits

Email address:

Exhibit A

WIKIMEDIA FOUNDATION CHAPTER Trademark License Agreement

This CHAPTER TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into as of _____, 20__ ("Effective Date"), between WIKIMEDIA FOUNDATION, INC., a Florida non-profit corporation ("Foundation"), and _____, a _____ ("Chapter").

BACKGROUND

A.Foundation is dedicated to encouraging the growth, development, and distribution of free, multilingual content, and to providing the full content of such wiki-based projects to the public free of charge. Independent regional groups have formed to support the philosophical and cultural aims of Foundation. These groups, like Foundation, aim to empower and engage people around the world to collect and develop educational content under a free license or in the public domain, and to disseminate it effectively and globally.

B.Foundation owns the trademarks set out in Appendix A and Appendix B of this Agreement. Concurrently with this Agreement, Foundation and Chapter are entering into a Chapter Affiliation Agreement (the "Chapter Agreement") under which Chapter may act as an affiliated chapter of Foundation. Chapter wishes to license such trademarks under this Agreement as contemplated by the Chapter Agreement. Foundation is willing to grant such a license on the terms and conditions described in this Agreement, having determined that such a license is consistent with and furthers Foundation's mission.

C.This Agreement is the "License Agreement" described in Section 2 of the Chapter Agreement.

FOUNDATION AND CHAPTER AGREE AS FOLLOWS:

1.Definitions. The following capitalized terms shall mean the following:

1.1."Chapter Mark" or "Chapter Marks" means all of the trademarks in the form shown on Appendix A.

1.2."Project Mark" or "Project Marks" means all of the trademarks in the form shown on Appendix B.

1.3."Mark" or "Marks" means all of the Chapter Marks and Project Marks.

1.4."Trademark Use Guidelines" means the guidelines specified in Appendix C.

2.Grant and Scope of License

2.1.Grant of License for Chapter Marks. Subject to the terms and conditions of this Agreement, Foundation grants to Chapter an exclusive, non-transferable, non-sublicensable, worldwide license to use the Chapter Marks for the limited purposes described in Section 4.2 and 4.4.

2.2.Grant of License for Project Marks. Subject to the terms and conditions of this Agreement, Foundation grants to Chapter a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Project Marks for the limited and non-commercial purposes described in Sections 4.2, 4.3, and 4.4.

2.3.Limited Purpose. Chapter shall not, without prior written consent of Foundation, use the Chapter Marks and Project Marks in connection with any activities other than those contemplated by Section 4 of this Agreement.

3.Term

3.1.Initial Term. This Agreement shall commence on the Effective Date and shall expire on the first anniversary of the Effective Date, unless earlier terminated as provided in Section 9.

3.2.Renewal. This Agreement may be renewed for successive one-year terms. If Chapter wishes to renew this Agreement, Chapter must deliver to Foundation a written request to renew no later than ninety (90) days before the expiration of the current term. This Agreement may be renewed only if the Chapter Agreement is renewed concurrently, and Chapter is in compliance with all terms and conditions contained in this Agreement and the Chapter Agreement at the time the request to renew is delivered through the time of commencement of the renewal term. Foundation shall notify Chapter, no later than thirty (30) days before the expiration of the current term, whether or not the Agreement shall be renewed, it being understood that Foundation may make that decision in its sole discretion. If this Agreement is not renewed, it shall terminate at the end of the current term. Failure by Chapter to deliver a timely notice of renewal shall be treated as a final decision not to renew.

4.Use of Marks

4.1.Form. Chapter shall use the Marks only in the forms set forth on Appendix A and Appendix B and in accordance with the Trademark Use Guidelines attached as Appendix C. Each may be altered from time to time by Foundation in its sole discretion. Chapter shall include where appropriate the designations (R) or (TM) and a statement that the Marks are used under license from Foundation. Chapter shall display all other notices and legends with respect to the Marks as are requested from time to time by Foundation.

4.2.Use of Marks. Subject to the other provisions of this Agreement, including Sections 4.3 to 4.9, Chapter may use the Marks for the limited, non-sublicensable, and non-commercial purposes of (i) identifying itself as a Foundation chapter and (ii) identifying itself as affiliated with and dedicated to support of Foundation projects and culture. All such uses shall be in a manner consistent with and incidental to the carrying out of Chapter activities as contemplated by Section 3.2 of the Chapter Agreement. Such permitted uses may include, but are not limited to:

(a)Website Identification. Chapter may use the Marks on its website.

(b)Communications and Outreach Materials. Chapter may use the Marks in its electronic and hard-copy communications and outreach materials, such as brochures, posters, press releases, fundraising materials, event signage, business cards, and e-mail signature lines.

(c)Promotional Products. Chapter may use the Marks for identification of Chapter projects or activities, such as t-shirts, caps, mugs, and tote bags for its members and participants in its outreach and fundraising events.

4.3Limitation on Use of Project Marks. Any Chapter website or item displaying a Project Mark must also display either a Chapter Mark or the phrase "Wikimedia [Region]." Such Chapter identification must be at least of equal prominence as the Project Mark.

4.4.No Commercial Use or Sublicensing of Marks. Except as generally described in Sections 4.2 and 4.3 above, which allow Chapters to develop their own promotional and other materials using the Marks and states some conditions regarding how those marks may be used, Chapters may not engage in commercial use or sublicensing of the Marks. Unless a Chapter obtains Foundation's prior written consent, Chapter shall not sell or cause or allow any third party to sell to the general public any product bearing the Marks, or sublicense or otherwise commercialize or attempt to commercialize the Marks.

4.5No Derivatives. Unless Chapter obtains Foundation's prior written consent, Chapter shall not

combine any of the Marks with any other word, phrase, logo, symbol, design, or mark. If Foundation gives such consent, Chapter agrees that Foundation shall own the new trademark.

4.6No Confusion. Chapter shall not use, or permit any other person or entity in its control to use, any of the Marks as part of a corporate or division or trade name, or in a way that creates the impression that Chapter and Foundation are not independent organizations. Chapter shall not use any Marks in such a way so as to give the impression that the Marks are the property of Chapter. Chapter shall make reasonable efforts to ensure use of Marks indicate that Marks are property of Foundation.

4.7No Endorsement. Chapter acknowledges that its use of the Marks does not imply Foundation's endorsement or sponsorship of Chapter or its products or services other than as contemplated by the Chapter Agreement.

4.8No Disparagement of Foundation or Marks. Chapter shall not use any of the Marks in connection with any activity that disparages Foundation or its products or services, that damages the reputation for quality inherent in the Marks, that materially impairs the goodwill associated with the Marks, or that is in a context otherwise inconsistent with Foundation's values and mission.

4.9Foundation Determination. Foundation, in its sole discretion, may determine whether any actual or proposed use complies with this Section 4.

5. Quality Standards and Quality Control

Chapter shall ensure that the nature and quality of its uses of the Marks, including on its website or on any items, are consistent with the quality associated with Foundation. Foundation may monitor the quality and manner in which Chapter uses the Marks, and Chapter shall take such steps as Foundation reasonably requests to assist Foundation in doing so, including but not limited to promptly changing or stopping uses of Marks as Foundation may direct.

6. Ownership

6.1. Ownership and Registration of Marks. Chapter acknowledges that it has no interest in the Marks other than the licenses granted under this Agreement and that Foundation shall remain the sole and exclusive owner of all right, title, and interest in the Marks. Chapter agrees that Chapter's use of the Marks and any goodwill in the Marks resulting from Chapter's use shall inure solely to the benefit of Foundation. Chapter further agrees not to register or attempt to register any trademark that encompasses or substantially encompasses any Mark in any jurisdiction.

6.2. Ownership and Registration of Derivative Marks. Chapter shall not register or attempt to register any variation of Marks in any jurisdiction. If Chapter uses, registers, or applies to register any derivative of a Mark in violation of its obligations under this Agreement, Chapter shall, at Foundation's request, immediately cease the use of such mark and assign to Foundation all its rights in such mark, including any applications or registrations.

6.3. Ownership and Registration of Localized Domain Names. Chapter may register any localized domain name which encompasses any Mark or combination thereof. In the event of Chapter dissolution or termination of this Agreement, Chapter shall assign all rights to and interest in all such domain names to Foundation or subsequent succeeding chapter, as determined at the sole discretion of Foundation.

6.4.No Contest. Chapter shall not contest, oppose, or challenge Foundation's ownership of the Marks. Chapter shall do nothing to impair Foundation's ownership or rights in the Marks. Chapter shall not oppose Foundation's registration or use of the Marks, alone or with other words or designs, in any jurisdiction. Chapter shall not contest the fact that the licenses granted under this Agreement terminate upon termination or expiration of this Agreement.

6.5.No Obligation to Obtain or Maintain Marks. Foundation shall not be obligated to: (i) file any application for registration of any Mark, or to secure any rights in any Mark, (ii) maintain any

registration of a Mark, or (iii) provide any assistance, except for the obligations expressly assumed in this Agreement.

7. Additional Obligations

7.1. Adverse Use by Third Parties. Chapter shall promptly notify Foundation should Chapter learn of use by a third party of any mark that is confusingly similar to any of the Marks or that may dilute or otherwise lessen the value of the Marks. Chapter shall take no action with respect to such use except with the prior written consent of Foundation. Foundation has the right, but no obligation, to take such action as it believes advisable for the protection of its rights in the Marks.

7.2. Allegations of Infringement. Chapter shall promptly notify Foundation should Chapter learn of any allegations that the Marks infringe on a third party's rights. Chapter shall take no action with respect to such allegations except with the prior written consent of Foundation.

7.3. Assistance. Chapter shall cooperate fully with Foundation to: (i) protect Foundation's rights in the Marks in the event of any legal or equitable action taken by Foundation, and (ii) defend against any legal or equitable action challenging Foundation's rights in the Marks. Chapter shall assist Foundation in complying with any formalities to protect the Marks under U.S. or foreign law, such as registering the Marks, registering this Agreement, or recording Chapter as a registered user. Chapter shall execute any documents reasonably requested by Foundation, including but not limited to applications for recordation of Chapter as a registered user. Upon termination or expiration of this Agreement, Chapter shall execute any documents reasonably requested by Foundation to effect cancellation of any recordations made under this Section 7.3.

7.4. Press Releases and Public Statements. Chapter shall obtain the Foundation's prior written consent before making any press release, official public statement, or other announcement concerning this Agreement via any web logs, news groups, mailing lists, or similar communications media.

7.5. Compliance with Law. At its sole expense, Chapter shall comply with all applicable laws and regulations, and shall obtain all appropriate government approvals pertaining to its use of the Marks.

8. Indemnification

8.1. By Chapter. Subject to Section 10, Chapter shall indemnify, defend, and hold harmless Foundation and its officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorney's fees and expenses, and liabilities of every kind and character whatsoever resulting from (i) any breach by Chapter of its obligations under this Agreement; (ii) any claim arising from Chapter's use of the Marks, including but not limited to any claims arising under consumer protection, unfair competition, advertising, intellectual property, tort, privacy, or contract laws; or (iii) any other act or omission by Chapter, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Foundation shall promptly notify Chapter after receiving a claim for which Foundation, or other indemnified person, shall seek indemnification.

9. Termination

9.1. Termination of Chapter Agreement. Upon termination or expiration of the Chapter Agreement, this Agreement shall automatically terminate without notice. The termination shall be effective upon the day that the Chapter Agreement terminates or expires.

9.2. Misuse, Confidentiality, and Attempted Assignment. If Chapter breaches any of its obligations under Sections 2.3, 4, 7.4, or 11.1 of this Agreement, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.3. Other Breach by Chapter. If Chapter breaches any of its duties or obligations under this Agreement, other than as set forth in Section 9.2, Foundation may provide Chapter with written notice of the breach. If Chapter fails to cure the breach within ten (10) days after receipt of such notice, Foundation may terminate this Agreement upon delivery to Chapter of a written notice to that effect, with the termination effective upon delivery of such notice to Chapter. Foundation shall in its sole discretion determine whether the breach has been cured.

9.4. Dissolution and Insolvency. If Chapter (i) dissolves, liquidates, or ceases to engage in its operations, or (ii) commences any proceeding under any bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, appointment of a custodian, receiver, or trustee, or other relief, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.5. Reputational Harm. If Chapter engages in activity or markets or disseminates any services or products or otherwise engages in conduct which, in Foundation's sole opinion, reflects materially and unfavorably upon the reputation of Foundation or subjects, agents, or assigns, including but not limited to directors, officers, and members of Foundation, or could subject Foundation or subjects, agents, or assigns to public disrepute, Foundation may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.6. Effect of Termination. Upon termination or expiration of this Agreement, Chapter shall discontinue immediately all use of the Marks, and all rights of Chapter under the licenses granted under this Agreement shall immediately, automatically, and without consideration terminate and revert to Foundation. Chapter shall return to Foundation any and all property belonging to or associated with Foundation.

9.7. Survival. The provisions of Sections 6, 8, 9, 10, and 11 shall survive termination of this Agreement regardless of the reason for termination.

10. Agreements Regarding Liability and Remedies

10.1. Damages. Neither Foundation nor Chapter shall be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement (including but not limited to claims for loss of revenue, loss of profit, or loss of use) even if the other party has been apprised of the likelihood of such damages.

10.2. Chapter Remedies and Claims. Chapter shall under no circumstance be entitled, directly or indirectly, to any form of compensation or indemnity from Foundation or to obtain an injunction, specific performance, or other equitable remedy as a consequence of the termination or expiration of this Agreement for any reason. Chapter waives any claims it may have against Foundation arising from any alleged goodwill created by Chapter for the benefit of Foundation or from the alleged creation or increase of a market for products, services, or other items bearing the Marks.

10.3. Foundation Liability. Foundation's total liability under this Agreement shall not exceed \$100,000.

10.4. Foundation Remedies. Notwithstanding any other provision of this Agreement, Foundation shall have all the rights and remedies which it may have, at law or in equity, with respect to (i) the termination of this Agreement, (ii) the enforcement of all rights relating to the establishment, maintenance, or protection of the Marks, and (iii) damages or equitable relief in connection with breach of this Agreement by Chapter. Chapter acknowledges that its failure to use the Marks or to cease use of the Marks in accordance with this Agreement shall result in immediate and irreparable harm to Foundation, and understands that termination under Section Error: Reference source not found shall not be considered an exclusive remedy or in any way limit Foundation from enforcing other rights or remedies.

10.5. Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including but not limited to such reasonable fees and expenses of attorneys and accountants, which shall include without limitation all reasonable fees, costs, and expenses of appeals.

10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, U.S.A., without regard to principles of conflicts of law.

10.7. Submission to Jurisdiction. Chapter and Foundation consent to the exclusive jurisdiction of any state or federal court located within the city of San Francisco, California, U.S.A., and irrevocably agree that all actions or proceedings relating to this Agreement or any related matter shall be litigated in those courts. Chapter and Foundation each waive any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in any such court. Chapter and Foundation each waive personal service of any and all process upon it, and consent to service of process made in the manner described in Section 11.11. Nothing contained in this Section 10.7 shall affect the right of either Chapter or Foundation to serve legal process on the other in any other manner permitted by law.

10.8. English Language. Chapter and Foundation confirm that it is their understanding that this Agreement, as well as all other documents relating to the relationship contemplated by this Agreement, including notices, be written in the English language only. This Agreement as presently written in the English language shall be interpreted and the rights of Chapter and Foundation shall be determined by the English text only. Should this Agreement be translated into a language other than English, the English version shall remain controlling and shall prevail on questions of interpretation or otherwise.

11. Other Provisions

11.1. Assignment by Chapter. Chapter shall not assign its rights or delegate its duties under this Agreement without Foundation's prior written consent, which consent may be granted or withheld in Foundation's sole discretion. Any attempted assignment by Chapter without Foundation's prior written consent shall be null and void.

11.2. Relationship of Parties. The relationship of Foundation and Chapter under this Agreement is that of independent contracting parties. Neither Foundation nor Chapter shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

11.3. Entire Agreement. This Agreement, including the Appendices, and together with the concurrently-signed Chapter Agreement, contains the entire agreement of Foundation and Chapter and supersedes all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

11.4. Understanding. It is understood and agreed that neither Chapter nor Foundation shall be, as a result of entry into or performance under this Agreement, obligated to renew or extend this Agreement or relationship in any respect, or to negotiate any such renewal or extension, or, on the part of Foundation, to offer a "first right of negotiation" or "right of refusal" for a renewed or new license, or to engage in any other transaction or relationship.

11.5. Amendment. This Agreement may not be amended except by a written instrument signed by duly authorized officers of both Chapter and Foundation. Such a written instrument must state that it is an amendment to this Agreement.

11.6. Waiver. Any waiver of the provisions of this Agreement or of the parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this

Agreement or the parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

11.7. Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

11.8. No Presumption Against Drafter. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

11.9. Taxes. Each party shall bear its own income taxes and other taxes in connection with the transactions described in the Agreement.

11.10. Notices. Notices, approval, and consent under this Agreement shall be in writing and shall be delivered by mail, courier, fax, or email to the addresses set out on the signature page of this Agreement. Notices given in the manner provided by this Section 11.10 shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered by courier, fax, or email. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided above.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

* * * * *

In Witness Whereof, Foundation and Chapter have executed this Agreement as of the date first written above.

Wikimedia Foundation, Inc.

[Chapter]

By:

By:

Name:

Name:

Title:

Title:

Address:

P.O. Box 78350
San Francisco, CA 94107

Address:

Telephone Number:
415-839-6885

Telephone Number:

Fax Number:
415-882-0495

Fax Number:

Email address:

Email address:

Appendices:

Appendix A: Chapter Marks

Appendix B: Project Marks

Appendix C: Trademark Use Guidelines

Appendix A

Chapter Marks

Appendix B

Project Marks

Appendix C

Trademark Use Guidelines

Compliance with the preceding guidelines shall not be construed as full compliance with this Agreement. Foundation may, in its sole discretion, determine that a particular use or practice, not expressly proscribed by these guidelines, is a breach of Section 4 of this Agreement.