

## **SCHEDULE THE SERVICES**

### **Wikimedia Foundation and Wikimedia UK Governance Review of Wikimedia UK**

#### **Terms of Reference**

#### **1. Introduction**

1.1 Wikimedia Foundation (registered with the US Internal Revenue Service with number 20-0049703) and Wikimedia UK (registered with the Charity Commission for England and Wales with charity number 1144513) shall jointly appoint a leading independent governance consultant (the "Consultant") to carry out a governance review in accordance with the following terms of reference (the "Review").

#### **2. Aim**

2.1 The aim of the Wikimedia Foundation and Wikimedia UK in commissioning the Review to ensure that the governance of Wikimedia UK is sound and that any actual or perceived deficiencies in governance, including the handling of conflicts of interest, have been fully and properly addressed.

2.2 As stewards for our donors, contributors, readers, and others, Wikimedia Foundation and Wikimedia UK wish to ensure that the governance of Wikimedia UK conforms to commonly accepted best practice requirements for UK charities, as opposed to simple compliance with minimum legal and regulatory requirements.

2.3 The aim of the Review is to establish a clear, accurate record and to identify practical, constructive steps which Wikimedia UK and its board should take to improve governance. The aim of the Review is not to allocate blame to specific individuals for historic acts, although it will obviously be important to establish the facts about what has happened, but to ensure that Wikimedia UK is in good shape for the future.

2.4 Insofar as respect for the rights of individuals involved in the Review allows, the final report of the Consultant (the "Report"), with recommendations, shall therefore be a public document.

#### **3. Consultant**

3.1 The Consultant shall be Mike Hudson of the Compass Partnership, who shall have responsibility for the conduct of the Review.

3.2 Keith Smith of the Compass Partnership (and any other individuals agreed between Mike Hudson, Wikimedia Foundation and Wikimedia UK) shall assist the Consultant.

## 4. Scope

4.1 The Consultant shall establish and set out:

4.1.1 a clear and agreed factual description and chronology of material events in relation to the identification and management of the conflicts of interest of the trustees of Wikimedia UK who were in office during the period from 1 January 2012 (or any earlier date from the date of incorporation of Wikimedia UK onwards which the Consultant considers relevant to the Review) up to the date of delivery of the Report, with a particular focus on any conflicts of interest (if any) relating to Monmouthpedia, Gibraltarpedia, QRpedia and any related matters (the "Description and Chronology");

4.1.2 recommendations setting out any practical steps which, in the reasonable opinion of the Consultant, should be taken by the trustees of Wikimedia UK to strengthen and improve the governance of Wikimedia UK and to ensure its governance conforms with expectations of best practice for UK charities.

4.2 As part of the Review, the Consultant shall review and consider any matters the Consultant reasonably believes to be relevant, including but without limitation:

4.2.1 the induction and development needs of the trustees of Wikimedia UK;

4.2.2 the composition and balance of skills and experience of the trustees of Wikimedia UK, in light of the activities and profile of Wikimedia UK;

4.2.3 the relationship between the trustees and senior management of Wikimedia UK, in light of the responsibility of the trustees for the setting of strategy, policies and budgets and the delegation of implementation to the senior management within a framework of accountability;

4.2.4 the provisions of the Articles of Wikimedia UK which relate to conflicts of interest and any related policies of Wikimedia UK, including the 'Conflicts of Interest Policy', the 'Representing Wikimedia UK' policy and the 'Trustee Code of Conduct';

4.2.5 the practices and procedures adopted by Wikimedia UK trustees in respect of reputation management, risk management and in respect of identifying, disclosing, reporting and managing conflicts of interest;

4.2.6 any letters of appointment or equivalent documents setting out the responsibilities of the chair and other trustees of Wikimedia UK;

4.2.7 with respect to the management of conflicts of interest, whether higher standards ought to be expected of the chair as compared with other trustees;

4.2.8 any discussion or correspondence on the part of the board of Wikimedia UK, between trustees of Wikimedia UK or between trustees and Wikimedia UK on matters relating to conflicts of interest or governance which the Consultant reasonably believes to be relevant to the Review;

4.2.9 any relevant activities or communications on the part of the trustees of Wikimedia UK, including those with editors and readers within the wider Wikimedia community;

4.2.10 the views of the trustees of Wikimedia UK, Wikimedia Foundation,

donors, editors and readers of Wikipedia and any other interested stakeholders which the Consultant reasonably believes it ought to consider;

4.2.11 the requirements of law, regulation and best practice, as appropriate, including the principles set out by the Nolan Committee on Standards in Public Life; and

4.2.12 whether new or revised policies or reporting or accounting frameworks or practices are required to ensure compliance and to ensure that conflicts of interest are appropriately identified and managed in future.

## **5. Information and Support**

5.1 Wikimedia Foundation and Wikimedia UK shall provide the Consultant with such briefing material and such other information or documentation relating to the subject matter of the Review as the Consultant might reasonably require.

## **6. Fees and Budget**

6.1 The fees of the Consultant, which shall be met by the Wikimedia Foundation, shall be agreed with the Wikimedia Foundation.

6.2 If necessary, the Consultant shall be free to obtain professional advice in relation to the proper legal and accounting treatment of trustee conflicts of interest or any other matters which require determination for the purposes of the Review provided that it agrees any such costs in advance with the Wikimedia Foundation.

## **7. Supremacy**

7.1 These terms of reference shall prevail as against any other agreement under which the Consultant operates.

## **8. Interpretation and Instructions**

8.1 The Wikimedia Foundation and Wikimedia UK agree that these terms of reference contain the whole terms of reference for the Review. These terms of reference may be varied by agreement of both parties in writing.

8.2 Wikimedia Foundation and Wikimedia UK, acting jointly, may from time to time supplement these terms of reference with reasonable written instructions.

8.3 In the event of any disagreement between the Wikimedia Foundation and Wikimedia UK with respect to the interpretation of the terms of reference or the instructions to be given to the Consultant, nominated representatives of the Wikimedia Foundation and Wikimedia UK shall discuss and attempt to resolve the disagreement in good faith.

## **9. Timing**

9.1 The Consultant shall produce to Wikimedia Foundation and Wikimedia UK:

9.1.1 an outline of its proposed methodology and project plan by 1 November 2012;

9.1.2 the agreed Description and Chronology by 1 December 2012;

9.1.3 an interim report for comment and questions by 1 January 2013; and

9.1.4 the final Report, including recommendations, for publication as soon as practicable following the production of the interim report, with an aspirational date for publication of 31 January 2013 and in any event by no later than 15 February 2013.