

WMF ORGANIZATIONAL GRANT AGREEMENT (Organizational Grant Version)

May 28, 2015

Associazione Amici del Museo delle Grigne Onlus

Re: WMF Organizational Grant Award

Dear Carlo Maria Pensa,

On behalf of Wikimedia Foundation, Inc. ("WMF"), it is our great pleasure to inform you that Associazione Amici del Museo delle Grigne Onlus ("Grantee") has been awarded a grant totaling €200,000 ("Grant") for the period of June 1, 2015 to September 30, 2016 ("Grant Term"). Once signed by Grantee, this Grant Agreement shall be effective as of June 1, 2015 ("Effective Date"). Grantee will use this Grant only for the specific purposes set forth in Appendix 1 ("Purposes").

1. Dedicated Bank Account:

- a. **Organizational Account:** If Grantee is a legal entity, Grantee will account for Grant funds by maintaining those funds in a separate bookkeeping account that is maintained as part of Grantee's financial records. Grantee must ensure an acceptable finance system that allows for the tracking of all deposits, withdrawals, and expenditures of Grant funds so as to distinguish between Grant funds and non-Grant funds.
- b. **Joint Account:** If Grantee is a group of individuals, Grantee will designate two (2) individuals to serve as its agents. Grantee's agents will open and be responsible for a joint bank account to hold the Grant funds. The personal funds of Grantee's agents will not be commingled with the Grant funds.

2. Payments and Funding Requirements:

- a. **Payment:** WMF will pay the Grant in one or more installments on a schedule set in consultation with Grantee, contingent upon Grantee's compliance with the terms of this Grant Agreement. If WMF pays any costs that Grantee incurs in connection with the Grant (e.g. travel or lodging), WMF may reduce the amount of the Grant funds paid to Grantee by that amount.
- b. **Funds Transfer:** WMF will pay the Grant funds to Grantee by a payment processing service or by wire transfer according to the wire transfer instructions that Grantee provides to WMF. See Appendix 2.
- c. **Use of Grant Funds:** Grantee will use the Grant funds, and any interest earned on the funds, only for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code ("Code").

Grant funds may not be used to support activities conducted prior to the Effective Date of this Grant Agreement.

- d. Return of Excess Funds: Grantee will return any Grant funds that are unexpended within sixty (60) days of the Grant Term to WMF or spend them as instructed by WMF.
- e. Termination:
 - i. After consultation with Grantee, WMF reserves the right to terminate or reduce the Grant if, at any time, WMF determines that (A) Grantee is not making adequate progress towards the Purposes of the Grant, or (B) any terms of this Grant Agreement are not met or are not likely to be met.
 - ii. Grantee must repay within ten (10) business days of WMF's notice of termination or reduction (A) any unused Grant funds, and (B) any Grant funds expended in violation of this Grant Agreement.

3. Reporting and Notifications:

- a. Reports: Grantee agrees to publish a complete and accurate Final Report on Meta according to the instructions provided at http://meta.wikimedia.org/wiki/Grants:Index/Reporting_requirements, and Grantee agrees to deliver such interim or other reports as WMF may request (collectively referred to as "Reports"). Grantee will also submit all Reports to the WMF Chief of Finance and Administration. Grantee must submit all required Reports on or before their due dates as instructed by WMF. Grantee will submit the Final Report within sixty (60) days after the end of the Grant Term. In that Final Report, Grantee will describe the outcomes and knowledge learned, and provide an impact assessment of the Grant as well as any other information requested by WMF.
- b. Follow-up: WMF may request meetings with Grantee to review or discuss Grantee's activities or Reports. WMF may withhold Grant funds until receiving complete and adequate Reports from Grantee.
- c. Notification of Changes: Grantee will promptly notify WMF of any of the following:
 - i. a material change in Grantee's ability to fulfill the Purposes of the Grant;
 - ii. any financial variation of 20% or more from any line-item in Grantee's project proposal;
 - iii. any change in Grantee's governing body, senior management, or other key personnel, including the individuals who have control of or access to Grantee's bank account; or
 - iv. any actual, potential, or threatened legal or regulatory actions; any claims or charges of impropriety; or any alleged regulatory or legal violations relating

to Grantee's operations or organization.

WMF may modify the above threshold for reporting a financial variation from any line-item in the project plan by providing Grantee written notice to that effect.

4. **Re-granting:** Grantee may undertake re-granting of Grant funds to a qualifying third party, provided that Grantee complies with the requirements set forth in Appendix 3, which is hereby incorporated into this Grant Agreement.
5. **Maintenance of Financial Records:** Grantee will keep copies of all Reports and financial records, including receipts and other expense documentation, for at least four (4) years after completing the Grant. Grantee will make its Reports and financial records available to WMF staff or agents at reasonable times for review or audit.
6. **Legal Compliance and Governance:**
 - b. Compliance with Law: In administering the Grant funds, Grantee will comply with all applicable laws and regulations, including (but not limited to): anti-terrorism regulations; money laundering, anti-corruption, and anti-bribery regulations; registration, filing, reporting, and disclosure requirements imposed by local governments or local financial institutions; import/export regulations and trade sanctions programs (including embargo regulations); and foreign exchange controls.
 - c. No Lobbying or Political Campaign Activities: Grantee will not use the Grant to engage in any attempt to influence legislation; to intervene in any election campaign to support or oppose any candidate for public office; to support voter registration drives; or to support any partisan political purpose.
 - d. Verification and Screening: Grantee will assist and cooperate with WMF to comply with requirements under U.S. laws and regulations as determined necessary by WMF. Grantee will assist WMF as provided in Appendix 4, which is hereby incorporated into this Grant Agreement.
 - d. Conflict of Interests: Grantee will promptly notify WMF through the WMF Grant Administrator at grantsadmin@wikimedia.org of any actual or potential conflict of interest that arises in connection with the Grant.
 - e. Tax Obligations: Grantee is responsible for any tax associated with its receipt of the Grant funds. Grantee should consult with its tax advisor if Grantee has any questions about its tax reporting or compliance obligations under this Grant Agreement.
 - f. Best Organizational Practices. Consistent with local law and to the extent applicable, Grantee will meet the organizational best practices issued by the WMF Board of Trustees in its March 2012 resolution as set out here: https://wikimediafoundation.org/wiki/Resolution:Organizational_best_practices. Grantee agrees to abide by all other existing obligations and agreements between Grantee and WMF, including, as applicable, the WMF trademark policy, applicable WMF Board of Trustee resolutions and statements (including those on movement

governance), chapter agreements, and fundraising agreements. Grantee's failure to comply with other agreements may result in WMF determining that Grantee is not eligible for future grants.

7. **Translations:** This Agreement is in the English language only, and all versions in any other language shall be for accommodation only and shall not be binding upon the parties. In the event of any discrepancy or inconsistency between this English version of the Agreement and any other language version, this English language version shall prevail.
8. **No Agency:** This Agreement creates a grantor-grantee relationship, and does not create any employment or agency relationship, partnership, or joint venture between Grantee and WMF. Grantee will not represent otherwise to anyone.
9. **Limitation of Liability:** In no event will either party be liable to the other party for any indirect, special, incidental, punitive, or consequential losses or damages arising out of or in connection with this Grant Agreement.
10. **Notice:** Grantee will publish notices, Reports, and other information in the manner and time set out in this Grant Agreement. Grantee will provide notices, Reports, and other information to WMF by sending an email (with appropriate links to the relevant materials) to the WMF Chief of Finance and Administration at gbyrd@wikimedia.org at the time they are due.
11. **Choice of Law:** This Grant Agreement is governed by and must be construed in accordance with the laws of the State of California, USA, without regard to its conflict of laws principles. The jurisdictional venue for any legal proceedings involving this Grant Agreement is in any appropriate state or federal court located in San Francisco County, and each party waives any objection based on jurisdiction or venue.
12. **Final Agreement:** Grantee and WMF may execute this Grant Agreement in counterparts. This Grant Agreement may only be amended by a written agreement signed by both parties. This Grant Agreement supersedes any prior oral or written agreements and constitutes the entire agreement between the parties concerning the Grant. WMF has not agreed to provide Grantee with any funds except as set forth in this Grant Agreement.

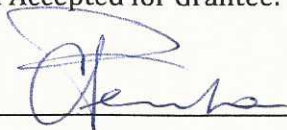
If this Grant Agreement (including the Appendices) correctly sets forth your understanding of the terms of this Grant, please have an authorized representative of Grantee sign a copy of this letter and return it to WMF to the attention of the WMF Chief of Finance and Administration at gbyrd@wikimedia.org.

Unless otherwise instructed by WMF, please also send a signed paper copy of this agreement to Grants Administrator, Wikimedia Foundation, 149 New Montgomery Street, 6th Floor, San Francisco, California, USA 94105.

Best Regards,

Garfield Byrd
Chief of Finance and Administration
Wikimedia Foundation
San Francisco, California

Agreed and Accepted for Grantee:

By:  (Signature)

Name: Carlo Pensa (Printed)

Title: Presidente Associazione Amici del Museo delle Grigne Onlus

Date: 24/06/2015

Appendix 1
Purposes of the Grant

Full project name: Wikimania Esino Lario 2016

Date of approval: June 1, 2015

Start date: June 1, 2015

Completion date: September 30, 2016

Project goal:

This is a grant of €200,000 to pay for expenses of Wikimania Esino Lario 2016 that are not paid for by the Wikimedia Foundation.

Appendix 2 Wire Transfer Information

Type of wire transfer:	<ul style="list-style-type: none"> ● WMF Grant ● Participation Support ● Travel Reimbursement ● Other
Purpose of wire transfer:	Wikimania Esino Lario 2016
Type of account: <i>WMF Grants may only be wired to an organization's official account or a project account operated jointly.</i>	Account for Wikimania Esino Lario Conto corrente di corrispondenza Ass.ne Amici Museo Grigne Onlus IT84A0310451830000000820651
Name of account:	Ass.ne Amici Museo Grigne Onlus
Account number (ABA or IBAN):	IT84A0310451830000000820651
Full legal name of 1st beneficiary:	Associazione Amici del Museo delle Grigne Onlus
Address of 1st beneficiary (include country):	Piazza Pietro Pensa (former Piazza Don Rocca) 23825 Esino Lario (LC) - Italy
Telephone of 1st beneficiary (with country code):	Legal representative: Carlo Maria Pensa +39 335 8238066 Project coordinator: Iolanda Pensa +39 335 655 36 33
Full legal name of 2nd beneficiary: <i>For joint accounts.</i>	
Address of 2nd beneficiary (include country): <i>For joint accounts.</i>	
Name of banking institution:	Deutsche Bank S.p.A
Address of bank branch:	Via IV Novembre, 4, Sportello Bancario 929, 23829 Varenna LC +390341 815015
SWIFT or BIC (required outside of US):	SWIFT: DEUTITM1029 Branch Code: 029
IFSC (India) or Tax ID (Brazil): Currency to be disbursed:	N/A

* If we are not able to disburse your desired currency, the equivalent in USD will be disbursed.

Appendix 3 Re-Granting of Funds

1. If Grantee uses the Grant funds to make a grant to any organization that has an IRS determination letter recognizing it as a public charity described in Sections 509(a)(1), (2) or (3) of the Code,¹ Grantee must maintain a written record setting forth the terms and conditions of the grant, which record must be made available to WMF upon request.
2. If Grantee uses the Grant funds to make a grant to any organization that does not have an IRS determination letter recognizing it as a public charity described in Sections 509(a)(1), (2) or (3) of the Code,² Grantee shall:
 - a. Require the recipient organization to use the Grant funds to achieve the Purposes of the Grant;
 - b. Enter into a written grant agreement with the recipient organization that requires such organization to use the Grant funds in a manner consistent with the requirements of section 501(c)(3) of the Code;³
 - c. Conduct appropriate oversight to ensure that the recipient organization uses the Grant funds for their intended purposes;
 - d. Require the recipient organization to provide Grantee with written reports, no less frequently than annually, describing how the recipient organization expended the funds;
 - e. Make copies of such grant agreement and written reports available to WMF upon request; and
 - f. In the event of any misuse of Grant funds by the recipient organization, make reasonable attempts to have the Grant funds restored to their original purpose.
3. If Grantee uses the Grant funds to make a grant to an individual for travel, study, or other similar purposes, Grantee must:
 - a. Ensure that such Grant funds are used to achieve the Purposes of the Grant;
 - b. Ensure that such grant is consistent with the requirements of section 501(c)(3) of the Code;⁴
 - c. Conduct appropriate oversight to ensure that the individual uses the funds for their intended purposes;

¹ 26 U.S.C. §509, available at <http://www.law.cornell.edu/uscode/text/26/509>

² 26 U.S.C. §509, available at <http://www.law.cornell.edu/uscode/text/26/509>

³ 26 U.S.C. §501, available at <http://www.law.cornell.edu/uscode/text/26/501>

⁴ 26 U.S.C. §501, available at <http://www.law.cornell.edu/uscode/text/26/501>

- d. Maintain a written record setting forth the terms and conditions of the grant, which record will be made available to WMF upon request;
 - e. Complete all applicable federal, state, and local tax filings and reports, including all required tax withholding; and
 - f. In the event of any misuse of grant funds by the recipient organization, make reasonable attempts to have the Grant funds restored to their original purpose.
4. In no instance will Grantee provide Grant funds to any person or entity that appears on any of the U.S. government watch lists described in Section 3 of Appendix 4, or who may be involved in violent or terroristic activities.

Appendix 4 Verification and Screening

1. If WMF determines it necessary for compliance with U.S. laws or regulations, upon request of WMF, Grantee will provide identifying information, including the full and correct names (in English and the language of origin); addresses; dates of birth; nationality; and citizenship of (1) any individuals who have control of, have access to, or are account holders on the bank account where the Grant funds are deposited and maintained; (2) any individuals who administer the Grant or this Grant Agreement; and (3) any individuals who serve as the Grantee's trustees, directors, officers, or key employees. As requested by WMF, the Grantee will provide valid photographic identification for such individuals.
2. Grantee will provide a written statement setting out a description and identifying information of the bank account (as described in §1 of this Grant Agreement) that will receive and handle the Grant funds (with a copy of a bank statement showing the names of the account holders).
3. If WMF requests identifying information on the above individuals, Grantee will obtain and provide that information in compliance with applicable local laws. WMF may screen such individuals against U.S. government watch lists, including (but not limited to):
 - a. Specially Designated Nationals List,⁵ which is published by the U.S. Treasury's Office of Foreign Asset Control, to prevent terrorist financing and to ensure compliance with appropriate U.S. laws; and
 - b. Terrorist Exclusion List,⁶ which is published by the U.S. Department of State to prevent terrorist financing and terrorist activities.
4. If Grantee discovers through its own due diligence or through any other means that any individual associated with Grantee appears on one of the lists or may be involved in terrorist activities, Grantee will promptly notify WMF. In no instance will Grantee provide Grant funds to any person or entity that appears on any such U.S. government watch lists or who may be involved in violent or terroristic activities.

⁵ <http://treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

⁶ <http://www.state.gov/j/ct/rls/other/des/123086.htm>

Grant Agreement Highlights

- **Congratulations! We are providing you grant money for approved charitable or educational purposes to further the Wikimedia mission.**
- **In return, you agree to:**
 - **Submit** all grant progress and financial reports to us on time.
 - **Maintain** accurate and detailed records about your use of the grant money.
 - **Notify** us about major changes in your organization, any conflicts of interest, and legal allegations against your organization or employees.
 - **Comply** with all applicable laws and regulations.
- **You should use the grant money for:** charitable and educational activities consistent with the specific purposes of the Grant (as set out in Appendix 1) and the Wikimedia mission.
- **You may not use the grant funds for:** lobbying, support of political candidates or campaigns, voter registration drives, or other propaganda.
- **If you are unable to comply with the terms of this Agreement, we may:**
 - **Reduce** the grant funding; or
 - **Terminate** the grant and ask for return of the Grant funds.

If you have any questions, please contact the WMF Chief of Finance and Administration at gbyrd@wikimedia.org

Note: These highlights are a user-friendly summary of some important parts of the Grant Agreement. They are not part of the Grant Agreement. Please read the entire Grant Agreement to understand its terms and conditions.