

MEMORANDUM OF UNDERSTANDING

(MOU)

MADE AND ENTERED INTO BETWEEN

Wikimedia South Africa

Represented herein by *Deon Steyn* – *full name* in his capacity as board member of Wikimedia South Africa

Address: 10 Koedoe Street, Rant-en-Dal, Krugersdorp, 1739

AS WELL AS

Bobby Shabangu - *full name* in his capacity as president of Wikimedia South Africa.

Address: 10 Sheerness Road, Kenilworth, Cape Town, 7701


and

Die SA Akademie vir Wetenskap en Kuns

Represented herein by *Susanna Maria Beukes* in her capacity as *Chief Executive Officer* of Die SA Akademie vir Wetenskap en Kuns

Address: 574 Ziervogel St, Arcadia, Pretoria

On 1 July 2022 (Date of Agreement)

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Preamble:

Wikimedia South Africa (WMZA) is a not-for-profit membership and community based association for Wikipedia editors in South Africa. These communities include, but are not limited to, the Wikipedia editors on the English, Afrikaans, isiZulu, isiXhosa and other South African language Wikipedias in addition to the Wikipedia sister projects such as Wikimedia Commons and Wikidata. WMZA is independent from the Wikimedia Foundation (WMF) although WMZA receives funding from WMF to help it in its mission to grow and strengthen the South African Wiki community and promote the free knowledge cause.

Die SA Akademie vir Wetenskap en Kuns (Akademie) seeks to provide administrative support to WMZA to further the free knowledge cause in the Afrikaans language, while upholding standardised Afrikaans for academic writing purposes and promoting academic excellence among Afrikaans speakers.

WMZA seeks to serve the South African Wiki community and further the free knowledge cause by:

1. Supporting the different South African language versions of Wikipedia.
2. Strengthening the local community of Wiki volunteers by engaging in community building activities.
3. Increasing public awareness of Wikipedia and its sister Wikis.
4. Improving and expanding the content on the Wikis.
5. Encouraging the growth of the local volunteer Wiki community.
6. Promoting the free knowledge movement broadly.
7. Assisting the growth of the free knowledge movement in the African region where possible.

To achieve these goals WMZA will receive the following from the Akademie:

1. A part-time administrative assistant working eight (8) number of hours a week to do the following.
 - a. Provide administrative assistance to WMZA.
 - b. Assist with the organisation and implementation of WMZA events.
 - c. Assist with Afrikaans language related tasks such as translations, communication, community, and Wiki support.

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WMZA will in return commit to the following:

1. Pay the Akademie R5 000 per month for a maximum of eight (8) hours a week of the assistant's time.
2. Erect appropriate WMZA signage at the Akademie's premises in Arcadia, Pretoria.
3. Mention and reference tag (hyperlinks) the Akademie website (<https://www.akademie.co.za/>), facebook (<https://www.facebook.com/saakademie/>) and Instagram ([sa_akademie](https://www.instagram.com/sa_akademie)) pages on relevant announcements on the respective WMZA social media platforms.

To this end WMZA and the Akademie desire to enter into the herein described operational working agreement in which they shall work together to accomplish the goals and objectives of both parties. The objectives set out above are not intended in any way to be exhaustive and may be supplemented or amended by mutual agreement in the manner consistent with the free knowledge mission of WMZA.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an operational working agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership related to the aforementioned goals and objectives.

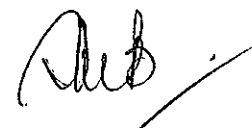
TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 12 months from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.


AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

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In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice.

WORKING ARRANGEMENTS

The MOU provides for the establishment of operational working procedures and processes over the period of 12 months of this MOU to afford both parties an opportunity to explore and define the specific services and type of resource(s) provided to WMZA by the Akademie and to afford both parties opportunity to evaluate the results achieved.

This includes a bi-weekly planning session of up to 1 hour (included in the total provision of 6 hours per week) where priorities will be discussed and planned and action plans and timelines agreed. The WMZA Director (or appropriate and mandated staff member) will attend these meetings with the assigned administrative resource from the Akademie.

A monthly progress meeting will be held to review progress and to discuss and evaluate the results achieved towards achieving the stated goals and objectives and to the mutual benefit of both parties as intended by this MOU. This will include a monthly review of the types of services and required resource(s) from the Akademie to assist the WMZA to achieve it's goals and objectives. The WMZA and the Akademie will jointly decide on the content required for the monthly review meetings and will jointly prepare these reports as required.

RENEWAL

On completion of the twelve month period provisioned under the MOU, the WMZA and the Akademie will review the outcomes achieved towards their stated goals and objectives and the mutual benefit derived from their working agreement to consider renewal of the MOU, with any changes or amendments as required and agreed by both parties.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ADDRESSING MATTERS OF CONCERN

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. The parties

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will define and agree to an operational escalation procedure to bring any serious matters of concern that could not be addressed and resolved by the operational resources to the attention of the executive management of the WMZA and the Akademie. Actions agreed by the executive management members of both parties following an escalation, will be carried out as agreed by them.

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

ASSIGNMENT


Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, whose approval shall not be unreasonably withheld.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfilment of the aforementioned goals and objectives.

- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organisations.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

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- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

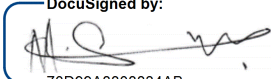
AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.


Deon Steyn
23/8/2022

Signature Full name Date
For Wikimedia South Africa

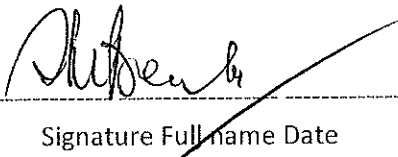
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Signature Full name Date

AND

Signed by


2022-08-23

Signature Full name Date
For SA Akademie vir Wetenskap en Kuns