



Wikimedia Foundation Grant Agreement

Organizational Grant Version

DATE

NAME OF GRANT LEAD OF THE GRANTEE ORGANIZATION

GRANTEE ORGANIZATION NAME

GRANTEE ADDRESS

GRANTEE ADDRESS 2

GRANTEE CITY/STATE/COUNTRY

This Grant Agreement is between Wikimedia Foundation, Inc., a Florida corporation located at 1 Montgomery Street, Suite 1600, San Francisco, CA 94104, USA (“**WMF**”), and [GRANTEE NAME], located at [GRANTEE ADDRESS] (“**Grantee**”).

Grant Amount (“Grant”): [GRANT AMOUNT]

Grant Term: [GRANT TERM (YEAR/MONTH to YEAR/MONTH)]

Effective Date: [EFFECTIVE DATE]

Grantee will use this Grant only for the specific purposes set forth in Appendix 1 (“**Purposes**”). The parties agree as follows:

1. **Payments and accounting.**

- a. **Payments.** WMF will pay the Grant in one or more installments on a schedule set in consultation with Grantee, according to instructions provided by Grantee.
- b. **Excess funds.** Grantee will return any unspent Grant funds within 90 days of the end of the Grant Term, or spend them as instructed by WMF.

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- c. **Accounting.** Grantee will maintain Grant funds in a separate bookkeeping account 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.
2. **Use of funds.** Grantee will only use the Grant funds (and any interest they earn) for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code.¹
3. **Termination.** WMF may terminate or reduce Grant funding if Grantee spends Grant funds in a manner that is inconsistent with the WMF mission or Purposes of the Grant (as described in Appendix 1), if Grantee fails to maintain accurate records of expenditures, or if Grantee otherwise engages in illegal activity.

In the event of non-compliance related only to the routine performance requirements described in this section, Grantee agrees to repay within 10 business days: (i) any Grant funds not yet spent by the date of WMF's notice of termination or reduction; and (ii) a sum equal to any amount of Grant funds expended in violation of this Grant Agreement.

4. **Reporting.** Grantee will comply with any and all reasonable reporting requirements set by WMF, which may include a final report due 30 days after the end of the Grant Term and one or more interim reports during the Grant Term. WMF may require Grantee to publish reports on Meta-Wiki (meta.wikimedia.org).
5. **Notification of changes.** Grantee will promptly notify WMF of any material changes that could affect Grantee's ability to fulfill the Purposes of the Grant, including:
 - a. any financial variation of 20% or more from any line-item in Grantee's project proposal;
 - b. any change in personnel overseeing the use of Grant funds;
 - c. the discovery of any actual or potential conflict of interest that arises in connection with the Grant; or
 - d. 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.

¹ This is a limitation in what WMF can fund, as a US-based 501(c)(3) organization. Grantee may contact WMF with any questions about allowable purposes for the use of the Grant funds.

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6. **Re-granting.** Grantee may re-grant Grant funds to a qualifying third party, subject to the requirements set forth in Appendix 2.
7. **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.
8. **Legal compliance.** In administering the Grant funds, Grantee will comply with all applicable laws and regulations, including (but not limited to): anti-terrorism regulations;² 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.
9. **Lobbying and advocacy.** Grantee will notify WMF before using any Grant funds for public policy advocacy activities. Grantee will not spend Grant funds on public policy activities beyond the limit set in the Purposes without written approval from WMF. Grantee will not use Grant funds to intervene in elections, to support or oppose any candidate for public office, to support voter registration drives, or to support any partisan political purpose.
10. **Tax obligations.** Grantee is responsible for any tax associated with its receipt of the Grant funds.³
11. **Compliance with WMF policies.** Grantee agrees to abide by all existing obligations and agreements between Grantee and WMF and by WMF's established policies, including:
 - a. Wikimedia Universal Code of Conduct
(https://foundation.wikimedia.org/wiki/Policy:Universal_Code_of_Conduct);
 - b. Trademark Policy
(https://foundation.wikimedia.org/wiki/Policy:Trademark_policy);
 - c. affiliate agreements (for Chapters, Thematic Organizations, and User Groups);
and

² If Grantee discovers through its own due diligence or through any other means that any individual associated with Grantee appears on the United States's Specially Designated Nationals List or Terrorist Exclusion List (see appendix 2), 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.

³ Grantee should consult with its tax advisor if Grantee has any questions about its tax reporting or compliance obligations under this Grant Agreement.

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d. fundraising agreements

12. **Events.** Grantee will have a safe space (e.g. friendly space) policy for and to enforce the WMF event ban policy (https://meta.wikimedia.org/wiki/Event_Ban_policy) at any in-person events funded from Grant funds. Grantee will report to WMF any violations of their safe space policy, incidents requiring the removal of an individual from an event, or other concerns about the mental or physical safety of attendees.
13. **Intellectual Property.** Unless otherwise agreed to in writing, all distribution of any information, data, reports, documents, or other materials obtained, created, or developed with the Grant shall be offered under a Creative Commons 4.0 license (CC BY, CC BY-SA, or CC0). Any code developed with the Grant shall be released under an Open Source Institute-approved license such as GPL v2. Any research funded by the Grant shall be published in compliance with WMF's Open Access Policy (https://foundation.wikimedia.org/wiki/Policy:Open_access_policy).
14. **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. In the event of any discrepancy or inconsistency, the English language version shall prevail.
15. **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.
16. **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.
17. **Waiver.** Failure to enforce any provision shall not constitute a waiver. All terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the duration of this Agreement except where otherwise amended or modified by mutual written agreement.
18. **Contact.** The points of contact for the parties for all notices, notifications, reports, and questions are below.
 - a. Wikimedia Foundation
grantsadmin@wikimedia.org, [PROGRAM OFFICER EMAIL]
 - b. Grantee
[GRANT LEADS]

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19. **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.
20. **Alternative dispute resolution.** The parties shall resolve any and all disputes solely through a binding “Med-Arb” process. The mediation shall be conducted by teleconference or videoconference, rather than by personal appearances, unless the mediator determines upon request by either party that an in-person hearing is appropriate. If in person, then the mediation shall take place in San Francisco, California. The parties shall split the mediation fees and expenses equally. At the end of either a half or full-day session, if there are one or more disputed items that remain unresolved at the end of the mediation, then the mediator will assume the role of arbitrator and will render a final and legally binding decision on those unresolved items. The prevailing party shall be entitled to recover its attorneys’ fees and costs. A party may be deemed to be “prevailing” even if such party is not successful on each claim or legal theory asserted by such party. Without limitation, costs include attorneys’ fees required to enforce the mediator’s decision. The mediator’s decisions shall be enforceable in any court of competent jurisdiction. To the extent decisions are arbitrated, the arbitration shall be subject to and governed by the U.S. Federal Arbitration Act.
21. **Final Agreement.** Grantee and WMF may execute this agreement in counterparts. This agreement may only be amended by a written agreement signed by both parties. If any provision of this Agreement is held by a court to be invalid or unenforceable, such a finding does not otherwise affect the validity of the other terms of this Agreement and such terms shall be rewritten by the parties to as closely as possible effectuate the intent of both parties at the time of signing. This agreement supersedes any prior oral or written agreements and constitutes the entire agreement between the parties concerning the Grant.

[signature page to follow]

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This is the signature page for the Wikimedia Foundation and the Grantee

SAMPLE

Appendix 1⁴

Purposes of the Grant

Full project name:

Date of approval:

Start date:

Completion date:

URL of the approved grant submission:

Project goals, scope and list of activities:

SAMPLE

⁴ The described project goals, scope, and activities are targets but are not meant to constitute required conditions in order to be entitled to the grant funds

Appendix 2

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,⁵ 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,⁶ Grantee shall:
 - a. Require the recipient organization to use the Grant funds to achieve the Purposes of the Grant;
 - b. Require the recipient organization to use the Grant funds in a manner consistent with the requirements of section 501(c)(3) of the Code;⁷
 - 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;

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

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

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

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- b. Ensure that such grant is consistent with the requirements of section 501(c)(3) of the Code;⁸
 - c. Conduct appropriate oversight to ensure that the individual uses the funds for their intended purposes;
 - 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 may be involved in violent or terroristic activities, or that appears on these U.S. government watch lists:
- a. Specially Designated Nationals List,⁹ 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,¹⁰ which is published by the U.S. Department of State to prevent terrorist financing and terrorist activities.

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

⁹ <http://treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

¹⁰ <http://www.state.gov/j/ct/rls/other/des/123086.htm>