

WMF SIMPLE ANNUAL PLAN GRANT AGREEMENT
(Organizational Grant Version)

16 June 2021

Michael Bobby Shabangu
President
Wikimedia ZA NPC
Twenty Fifty Clubhouse (care of Coenraad Loubser)
8 Spin Street, Cape Town, Western Cape 8000 South Africa

Re: WMF Organizational Grant Award

Dear Michael Bobby Shabangu,

On behalf of Wikimedia Foundation, Inc. ("WMF"), it is our great pleasure to inform you that Wikimedia ZA NPC ("Grantee") has been awarded a grant totaling 419,330.49 ZAR ("Grant") for the period of 1 July 2021 - 30 June 2022 ("Grant Term"). Once signed by Grantee, this Grant Agreement shall be effective as of 1 July 2021 ("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. Grantee's agents may not commingle the Grant funds with the personal funds of Grantee's agents or any other persons. If a Grantee's agent wish to resign, the Grantee will designate a replacement agent.

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. 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: WMF may terminate or reduce Grant funding in the event of non-compliance for the following routine performance requirements:
 - i. The Grantee is misappropriating the Grant funding in a manner that is inconsistent with the Grantee's mission;
 - ii. The Grantee has failed to provide WMF with notifications of material changes or with timely and accurate Reports;
 - iii. The Grantee has failed to maintain accurate and current records of expenditures and make them available to WMF upon reasonable requests for review; or
 - iv. The Grantee has engaged in illegal activity.

In the event of non-compliance related only to the above routine performance requirements, Grantee agrees to repay within ten (10) business days (i) any portion of unspent Grant funds designated by WMF as of 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.

3. Reporting and Notifications:

- a. Reports: Grantee agrees to publish one Midpoint Report and one Final Report on Meta according to the instructions provided at <http://meta.wikimedia.org/wiki/Grants:APG/Simple/About#reporting>, 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 Grants Administrator at grantsadmin@wikimedia.org. Grantee must submit all required Reports on or before their due dates as instructed by WMF.
 - i. Grantee will submit the Midpoint Report within fifteen (15) days after the end of the sixth month of the grant term (or another midpoint agreed upon by WMF and the grantee). The Midpoint Report will include global metrics achieved during the first 6 months of the grant term, a link to one learning pattern or learning story, a link to a program story.
 - ii. Grantee will submit the Final Report within thirty (30) days after the end of the Grant Term. The final report will include a cumulative report on global metrics achieved during the grant term, a link to one learning pattern or learning story, a link to a program story, a report on outcomes based on the SMART objectives described in the application, and a financial report covering the grant term.
- 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:**
- a. **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.
 - b. **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.
 - c. **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 Grants 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://foundation.wikimedia.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.
 - g. **Safe Space Policy.** 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 violations of their safe spaces policy, incidents requiring the removal of an individual from an event, or other concerns about the mental or physical safety of attendees to the WMF Grants Administrator at grantsadmin@wikimedia.org.
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 Grants Administrator at grantsadmin@wikimedia.org at the time they are due.
 11. **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.
 12. **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.
 13. **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 Grants Administrator at grantsadmin@wikimedia.org.

[signature page to follow]

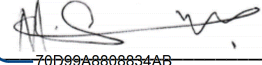
Unless otherwise instructed by WMF, please also send a signed paper copy of this agreement to Grants Administrator, Wikimedia Foundation, One Montgomery Street, Suite 1600, San Francisco, California, USA 94104.

Best Regards,

DocuSigned by:

3CDE7304A212481...
Anthony Le
Controller
Wikimedia Foundation
San Francisco, California

Agreed and Accepted for Grantee:

DocuSigned by:

By: _____ (Signature)
70D99A8888834AB...
Name: Bobby Shabangu _____ (Printed)
Title: WikikmediaZA President
Date: 17 June 2021 _____

Appendix 1 Purposes of the Grant

Full project name: Annual Plan 2021-2022

Date of approval: 16 June 2021

Start date: 1 July 2021

Completion date: 30 June 2022

URL of the approved grant submission:

https://meta.wikimedia.org/wiki/Grants:Simple/Applications/Wikimedia_South_Africa/2021

Project scope and list of activities: Wikimedia South Africa Annual Plan for July 2021 to June 2022, with programs including Wiki Loves Science South Africa, African Language Outreach, African language writing competition, Afrikaans training workshop, University and School digital roadshow, 1Lib1Ref, Wikipedia banner awareness campaign, Wikipedia bookshelf, Wiki Loves Fynbos, and Cape Town TV Hackathon event; and staffing

Appendix 2 Wire Transfer Information

The form in this appendix is included for your information. You do not need to complete it here if you have already returned a completed copy to the grants administrator.

Congratulations on your approved grant submission!

Please complete this form, which we will use to send you funds for this grant and future grants, and return it to the grants administrator. It is very important that you complete this entire form, and that you check with your banking institution to be sure that this information is complete and accurate, and also that you may receive a wire transfer from the US. Within the US, we may also send grant funds by check, but you will still need to provide your bank account information below and meet the requirements listed here.

If you have questions about using this form, please visit http://meta.wikimedia.org/wiki/Grants:Bank_information_form.

1. Name of account holder:
2. Address of account holder:
3. List all people with access to this account here:
4. Name of financial institution:
5. Address of bank branch: (include country)
6. Bank account number : (IBAN outside US)
7. SWIFT or BIC code / Routing number or ABA:
8. Country specific requirement: (ex. CPF, IFSC, Sort Code)
9. Preferred currency for grants:
10. Special instructions:

Please attach any special instructions to this form and bring them to the attention of the grants administrator.

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. Require the recipient 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;
 - 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

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>

- 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 do not comply with certain routine performance 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 Grants Administrator
grantsadmin@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.