



WIKIMANIA 2016 BRAND PERMISSION AGREEMENT

This Brand Permission Agreement (“Agreement”) is entered into and effective as of 3 March 2016 (“Effective Date”) by and between Wikimedia Foundation, Inc., a Florida corporation located at 149 New Montgomery, San Francisco, CA 94105 (“WMF”), and Associazione Amici del Museo delle Grigne Onlus, located at Piazza Pietro Pensa 23825 Esino Lario, Italy (“You”).

1. **License Grant.** Subject to the terms and conditions set forth in this Agreement, WMF hereby grants You a worldwide, non-exclusive, non-transferable, non-sublicenseable, non-assignable limited license to the specific WMF trademark(s) and logo(s) shown in Exhibit A (“WMF Marks”) solely for the Approved Use as set out in this Agreement.
2. **Approved Use.** You shall display, use, and reproduce the WMF Marks in connection with the Wikimania 2016 conference on June 21-28, 2016, and solely in the form and manner set forth in Exhibit B (“Approved Use”).
3. **Additional Use.** At any time during the Term of this Agreement, You may submit in writing to WMF (which may be in the form of an email to trademarks @ wikimedia.org) a request for permission for use of the WMF Marks outside the scope of this Agreement (“Additional Use”) for inclusion herein (“Permission Request”). Each submitted Permission Request must include:
 - a. reference to this agreement;
 - b. attached samples of proposed use; and
 - c. the date(s)/scope of proposed use.

Upon WMF’s approval of the Permission Request in writing, the Additional Use shall effectively be an Approved Use herein subject to the terms and conditions of this Agreement. Except as specified in this paragraph, no other use whatsoever is authorized or permitted by this Agreement.

4. **Compliance with Laws and Guidelines.** You represent and warrant that the Approved Use complies with any applicable laws. You further agree to follow WMF’s Trademark Policy, available at http://wikimediafoundation.org/wiki/Trademark_Policy, and Visual Identity Guidelines, available at http://wikimediafoundation.org/wiki/Visual_identity_guidelines, which WMF may amend from time to time, with regards to such use of the WMF Marks. You must further comply with the Wikimania Handbook available at https://meta.wikimedia.org/wiki/Wikimania_Handbook.
5. **Quality Standards.** WMF reserves the right to review and approve all products, services, publications, or other use incorporating or using the WMF Marks in advance of any public release, publication, advertising, or distribution. You agree that WMF may object to any proposed use, and You may not use the WMF Marks in the intended manner if such an objection is raised. If WMF objects to the use, You must not use the WMF Marks in the manner WMF objected to, and if You are already using the WMF Marks in the manner



WMF objected to, You must cease any and all use of the WMF Marks in the manner WMF objected to within two (2) business days of written notice. You agree that nothing in or related to the Approved Use will in any way tarnish, disparage, or otherwise harm WMF's business, brand, goodwill, or reputation, or expose WMF or its community members to liability.

6. **Extent of Promotional Use.** You agree that You may exhibit, display, or reproduce the Approved Use of the WMF Marks in limited advertising, publicity and/or promotion of the Licensed Property (through trailers, clips and/or television advertisements if the Licensed Property is a television show or film or as sample text if the Licensed Property is a book or educational resource); however, You further agree that any promotion of the Licensed Property that involves significant or prominent use of the WMF Marks in, among other things, still-frame advertising (such as billboards and posters), sequels, adaptations or derivative works must be pre-approved and evidenced by the written consent of WMF.
7. **Proper Trademark Attribution.** You agree to include with any online or printed publication using the WMF Marks, whether referred to or displayed in a document, package, advertising or promotional materials, educational seminar, user group, trade show, conference, or expo, a trademark legend (printed in legible type and in a location typically used for legal notices or in an otherwise prominent location) indicating that the WMF Marks are WMF Marks or registered WMF Marks of WMF, that You are independent of WMF, and that the WMF Marks are used under license from WMF.
8. **No Derivative Works.** You have no right to modify, adapt, alter, translate or create derivative works from the WMF Marks or combine any WMF trademark or logo with any other trademark or logo without WMF's prior written approval.
9. **No Endorsement.** You may not represent yourself or the Approved Use as being affiliated by WMF, or make any suggestions to that effect.
10. **Conflict of Interest.** You must disclose any conflict of interest on the form provided in Exhibit C.
11. **Term and Termination.**

11.1 **Term.** Except as set forth in the Survival section below, any permission granted herein expires on May 31, 2017, at the completion of the Wikimania 2016 conference and related activities ("Term"), unless terminated earlier in accordance with this Agreement.

11.2 **Renewal.** The Term may be extended in the sole and exclusive discretion of WMF provided You submit a written request to WMF and including a reference to this Agreement. WMF will approve or deny such request in writing.

11.3 **Termination by WMF.** WMF may terminate this Agreement immediately if You breach any of its material terms. WMF may terminate the rights granted pursuant to this Agreement immediately with respect to a specific use of the WMF Marks in the event that



WMF has a reasonable, good faith belief that that such use will in any way tarnish, disparage, or otherwise harm WMF's business, brand, goodwill, or reputation, or expose WMF or its community members to liability.

11.5 Effect of Termination. Upon termination or expiration of this Agreement, all license rights granted by this Agreement shall terminate on a going-forward basis. You shall cease all further use of the WMF Marks, except that You will have no obligation to remove or otherwise recall any materials previously approved and in the chain of distribution that do not form the basis of Your material breach.

12. **WMF Ownership.** You hereby acknowledge WMF's exclusive ownership of the WMF Marks and agree not to take any action inconsistent with WMF's ownership of the WMF Marks. Nothing in this Agreement shall give You any right, title or interest in the WMF Marks other than the right to use the WMF Marks in accordance with this Agreement. You agree that You will not challenge WMF's ownership of the WMF Marks or challenge the validity of this Agreement. All use of the WMF Marks by You and any associated good will shall inure to the benefit of and be on behalf of WMF. You agree to assist WMF in recording this Agreement with appropriate government authorities should WMF elect to do so.
13. **Enforcement Rights.** WMF shall have the sole right and discretion to enforce the rights being licensed hereunder.
14. **Third Party Content, No Sublicense, Disclaimer.** Other than the WMF Marks which may be incorporated therein, You acknowledge that information, text and content provided on Wikimedia projects (fully shown at www.wikimedia.org), unless otherwise stated, is provided under the terms of the Creative Commons Attribution-ShareAlike License Version 3.0 (which may be found in full at http://en.wikipedia.org/wiki/Wikipedia:Text_of_Creative_Commons_Attribution-ShareAlike_3.0_Unported_License) and WMF does not sublicense such content. Nor does WMF write, edit or hold any copyrights to the user-generated content contained in Wikipedia articles, nor does it guarantee the accuracy or non-infringement of that content. If You utilize any third party content in conjunction with the Licensed Property through a screen shot or otherwise, You agree to abide by the terms of the applicable license including attribution as appropriate under that license, which may include the Creative Commons Attribution-ShareAlike License Version 3.0 disclosed on the Wikimedia project from which you obtained the content. **IN ADDITION, WMF EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE CONTENT CONTAINED IN THE LICENSED PROPERTY, INCLUDING BUT NOT LIMITED TO CONTENT CREATED AND POSTED ON THE SITE BY THIRD PARTIES, INCLUDING USERS AND CONTRIBUTORS OF THE SITE.**
15. **Indemnification.** You agree to indemnify, defend and hold WMF (and its directors, officer and employees) harmless from and against any and all losses, claims, damages, costs, expense or liability (including but not limited to reasonable attorneys' fees) arising out of or in connection with the Approved Use, any use of the WMF Marks outside the scope of this License Agreement, any use of Wikimedia content (whether real, altered, or



fictionalized) in or with relation to the Licensed Property, and Your breach of this License Agreement.

16. **Disclaimer/No Warranty/Limitation of Liability.** ALL WMF MARKS ARE PROVIDED "AS IS" WITH ALL FAULTS. WMF DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE WMF MARKS OR THIRD PARTY CONTENT USED BY YOU. IN NO EVENT WILL WMF BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE ANY OF THE WMF MARKS, EVEN IF WMF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WMF'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (USD\$100).
17. **Integration.** This Agreement constitutes the final, complete and exclusive agreement between WMF and You with respect to the WMF Marks.
18. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Agreement or WMF exclusively in a state or federal court located in San Francisco County, California. The laws of the State of California will govern this Agreement, as well as any claim that might arise between You and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in San Francisco, California, for the purpose of litigating all such claims.
19. **No Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. No provision of this Agreement may be amended or waived except by a writing signed by both parties, and an email shall not be considered a writing for the purposes of this section.
20. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
21. **Severability.** If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
22. **Survival.** All provisions shall survive the termination of this Agreement except for the License Grant, Approved Use, Quality Standards, Term and Renewal.



23. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts will constitute one and the same agreement.

Wikimedia Foundation, Inc.

Associazione Amici del Museo delle Grigne Onlus

By: Charles M. Roslot
Name: Charles M. Roslot
Title: Legal Counsel
Date: March 10, 2016

By: [Signature]
Name: Carlo Pensa
Title: President
Date: Febbraio 8/3/2016

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A
WMF Marks:

1. The name “Wikimania.”
2. The Wikimania logo – as it appears below



3. The name “Wikimedia.”
4. The Wikimedia Foundation logo – as it appears below



5. The name “Wikipedia” – both stylized as it appears below and unstylized

WIKIPEDIA

6. The Wikipedia puzzle globe logo – as it appears below





7. The stylized “W” icon – as it appears below





Exhibit B

Approved Use:

1. **Title of Event.** The event shall be called “Wikimania 2016” or “Wikimania Esino Lario.” Associazione Amici del Museo delle Grigne Onlus may use a subtitle to be approved in writing by WMF.

2. **Main Mark for Event.** The main event mark must be approved in writing by WMF. This mark shall incorporate the Wikimania mark, including its core elements and colors.

The main mark for the event may not include the name “Wikipedia,” the stylized “W” icon, or the Wikipedia puzzle globe logo.

To the extent that Associazione Amici del Museo delle Grigne Onlus creates a new logo for the Wikimania 2016 conference, the team shall assign and transfer all of its rights in this logo to WMF.

3. **The Wikimania Mark.** The Wikimania mark shall be used most widely in any materials and communications around the conference.
4. **The Wikipedia Marks.** The use of the name “Wikipedia,” the stylized “W” icon, or the Wikipedia puzzle globe logo shall be limited to references to Wikipedia as one of the Wikimedia projects. Any use of the marks shall avoid confusion between Wikimania, which is a conference devoted to Wikimedia projects and movement and the project Wikipedia.
5. **The Wikimedia Foundation Mark.** The Wikimedia Foundation mark shall only be used to accurately describe the relationship of the Wikimedia Foundation or any Wikimedia chapter to the Wikimania 2016 conference.
6. **Role of Wikimedia Foundation.** The Wikimedia Foundation is a Partner of Wikimania 2016. Prominent materials and communications around the conference shall specify this relationship. The sponsorship representations shall be reviewed and approved by WMF.
7. **Disclaimer.** All prominent uses of the WMF marks, except for the uses of the Wikimania mark and the unstylized Wikimedia and Wikipedia wordmarks, shall be accompanied by the following statement:

“The Wikimedia Foundation mark is a registered trademark of the Wikimedia Foundation and is used with its permission. We are not affiliated with the Wikimedia Foundation.”

8. **@Wikimania twitter account**
You may use the @Wikimania twitter account during the Term of this Agreement to post Wikimania related updates. You may not change the profile or background pictures or the login information. You hereby acknowledge that this account belongs to the Wikimedia Foundation, which may terminate your use of the account at any point.



9. **WMF Contacts:**

Ellie Young, eyoung@wikimedia.org

Jaime Villagomez, jvillagomez@wikimedia.org



Exhibit C

Conflict of Interest Disclosures:

1. Please list all corporations, partnerships, associations, or other organizations of which you are an officer, director, trustee, partner, or employee, and describe your affiliation with such entity.

Carlo Pensa
Associazione Amici del Museo delle Grigne Onlus, president volunteer
Ecomuseo delle Grigne, managed by Associazione Amici del Museo delle Grigne Onlus
Soccorso Val d'Esino, president volunteer
O.D.L. srl, former director of the company and trustee

2. Please list all corporations, partnerships, or other entities in which you have a material financial interest as, which means a corporation, partnership, or other entity where you and all individuals or entities having significant relationships with you own, in the aggregate, more than 10%. Please also list the actual ownership percentage.

O.D.L. srl, former director of the company and trustee. The company sponsors Wikimania Esino Lario with a contribution of 5'000 euro.

3. Please list any existing and/or proposed business dealings between WMF and you, your family members, and/or entities. Describe each such relationship listed and the actual and potential financial benefits as you can best estimate them.

Iolanda Pensa has received some scholarships and a IEG grant from Wikimedia Foundation (never to finance her salary but for projects in which she was volunteer or she received a contribution for the travel costs)

4. Are you aware of any other relationships, arrangements, transactions, or matters that could create a conflict of interest or the appearance of conflict? If so, please describe.

none.

Carlo Pensa, president of Associazione Amici del Museo delle Grigne Onlus is father of Iolanda Pensa, lead of Wikimania Esino Lario and husband of Catherine de Senarclens who is in Esino Lario city council. None of them – nor any relative – are directly or indirectly paid in the frame of Wikimania Esino Lario or receive any economic benefit from it. Furthermore they are not paid (and they have never been paid, nor they have any economic interest) in the activities of Associazione Amici del Museo delle Grigne Onlus, Ecomuseo delle Grigne, Museo delle Grigne, Esino Lario city council, Fondazione della Provincia di Lecco. All their contributions to Esino Lario and Wikimania Esino Lario are volunteer work

5. Please list all business dealings that you, your family members, and/or entities have had with WMF in the past two years.



Iolanda Pensa is an active contributor of the Wikimedia community. She received some grants (Wikimania scholarships, Wikisym scholarship, IEG project grant for the production of videos in Cameroon), she is a member of Wikimedia Italia and Wikimedia CH, but none of her contribution to the community are paid. Her research work is related to open licenses and Wikipedia but her projects are specifically focussed in testing methodologies and do not include paid edit (furthermore her work is in Switzerland). For full details please refer to <https://meta.wikimedia.org/wiki/User:lopensa/COI>