

Fundraising Agreement between Wikimedia Foundation and Wikimedia Netherlands

The 2011-12 Chapter Fundraising Agreement covers chapter fundraising from July 1, 2011 to June 30, 2012.

This agreement defines the scope of a fundraising partnership between the Wikimedia Foundation (hereafter 'WMF') and a Wikimedia chapter (hereafter 'Chapter'). WMF agrees to direct local potential donors to Chapter's fundraising website by using the IP address (and estimated geographic location) of visitors to Wikimedia sites for the period of the agreement. The Chapter in return agrees to observe certain fundraising, donor privacy, and reporting practices, and to share revenues with WMF and support the global mission of Wikimedia.

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1. Background

This agreement is designed to specify the separate responsibilities of WMF and Chapter in fundraising and to establish principles of a successful relationship. A diversity of small donors is important for preserving the independence of the Wikimedia projects, and the WMF is committed to pursuing a model of distributed fundraising with global, multilingual, and Chapters-supported outreach to donors.^[1]

- This partnership is founded on shared principles of fundraising in the Wikimedia movement including:
- Providing clear information about who donors are supporting and how donations are used.
- Protecting the security and confidentiality of donor information and clearly communicating those practices to donors.

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- Accounting publicly for funds raised and the finances of the recipient organization.
- Sending timely thank you messages and receipts to donors where donor's data is applicable.
- Maintaining appropriate organizational and technical infrastructure and policies (such as an active treasurer, databases, payment systems, etc.).
- Collaborating with an open community on messaging, testing, public outreach, etc., with the aim of running the most efficient possible fundraiser in order to keep the site banner free for as much of the year as possible.

Our commitment to working together means sharing successes and failures. It also means working with the international Wikimedia movement on joint fundraising campaigns, irrespective of geography or chapter affiliation, including mass communication to donors.

1.1 Definitions

- "WMF" refers to the Wikimedia Foundation, Inc., based in San Francisco, California, USA.
- "Chapter" refers to the Wikimedia chapter that is a party in this agreement.
- "The parties" refers to the Chapter and WMF
- "WMF fundraising landing page[s]" refers to the webpage[s] managed and hosted by the WMF to solicit online donations.
- "Chapter fundraising landing page[s]" refers to the webpage[s] managed and hosted by the Chapter to solicit online donations.
- "Fundraising target" or "target" refers to the amount required to be raised throughout the fundraiser campaign.
- "Chapter's geography" refers to a geographic region associated with the Chapter.
- "Primary language" refers to the language used for all official documents. (For the WMF, this is English.)
- "Visitor" refers to a visitor to one of the Wikimedia sites.
- "Qualified" refers to chapters that meet the requirements to qualify for participation in this agreement.
- "Banner" refers to banner notices that are put up across the Wikimedia sites during fundraising campaigns, notably the annual campaign that runs for roughly two months and generates a majority of individual donations.
- "Campaign" refers to the period of fundraising when fundraising appeal banners appear on Wikimedia sites.
- "Weekly tests" refers to brief weekly tests to gather information for optimizing fundraising messages and technology.

2. Fundraising process:

- The parties will jointly participate in weekly tests from the week of May 1, 2011 until the commencement of the fundraising campaign.

- The parties will jointly decide on the text for banners and donation landing pages for the Chapter's geography based upon highest potential revenue, fidelity to the Wikimedia brand and values, or other factors that might be mutually agreed upon. Data from test runs and live performance during a fundraising campaign should be used to guide and revise these decisions during the agreement period^[2]
- Geolocation of visitors by their IP address will determine whether they are directed to the Chapter's donation landing page and shown Chapter-specific banners. All visitors from an IP address within the Chapter's geography will be directed to the Chapter's fundraising landing page.
- Visitors whose IP addresses are not identified as within the Chapter's geography may be shown other banners and directed elsewhere^[3] regardless of the physical address of the visitor.
- The parties will process donations they receive through this process and acknowledge donors as described under "Mutual obligations".
- The parties will continually share data about the performance of their fundraising landing pages to enable analysis and improvement of the process.
- WMF may make email appeals or offer a premium⁴ to donors in its databases. Chapters have the option to opt-out of these offers for their geography. If a Chapter opts-out, WMF will make efforts to exclude donors from that geography within reasonable technical and operational limits.

3. Obligations and prerequisites:

3.1 Prerequisites

To enter into this agreement, the Chapter must:

- Have a signed Chapter Agreement with WMF
- Meet the deadlines laid out in the email sent on February 7, 2011
- Design and implement programs that make effective use of fundraising revenues to advance the mission of the Wikimedia movement
- Receive and deposit online donations into a dedicated chapter bank account, and be able to make international monetary transfers or other payments from that account
- Be legally able to contribute funds without restrictions to WMF in support of WMF's charitable mission and in support of the global infrastructure of Wikimedia projects
- Support the receipt and processing of donations in a timely and cost effective fashion
- Put in place the technical capacity to process donations, including maintenance of a legally-compliant, industry-standard security infrastructure (both physical and technical) around all data collected, including payment data⁵
- Account accurately and promptly for donations
- Put in place the organizational capacity to handle donation-related communication.⁶
- The WMF must be able to implement industry standard technology to identify visitors from the Chapter's geography through geolocation.

3.2 Mutual obligations:

The parties will:

- Provide assurance that they meet the required qualifications to participate in this agreement, as defined above.
- Fulfill their commitments under the 2010/11 fundraising agreement (if one was entered into) by September 1, 2011. Failure to fulfill 2010/11 agreement obligations by September 1, 2011 will automatically terminate this agreement.
- Follow generally accepted accounting and reporting practices in their jurisdiction regarding their respective revenue and spending.
- Comply with all local laws, including fundraising regulations applicable in their jurisdiction as well as laws relating to privacy, non-profit solicitation, and data security.
- Publicly release an annual financial report that accounts for revenues and expenditures. This is to be released in a timely manner.⁷
- Publicly release a program plan covering major planned programs, events and/or other activities that will be supported with fundraising revenue before October 1, 2011 to be available for donors during the annual fundraiser. Each item on the list should include a brief description, a projected timeline, and an estimated budget. An annual budget plan with impact objectives, program plans, major events and budget should be released within one month of the commencement of the respective organization's fiscal year. Plans should be in the following languages: English for the WMF; for the chapter, in the Chapter's primary language and an appropriate summary in English.
- Collaborate on geography-specific and global campaign messaging, to promote both short-term and long-term fundraising success and the stewardship of a strong donor community, consistent with the values of the Wikimedia movement. This includes publicly posting all mass direct communications (email and mail) for comment.
- Assign a primary point of contact ('fundraising contact') by May 1, 2011 for all fundraising matters.
- Share knowledge and experiences about fundraising initiatives openly with other chapters and WMF.
- Acknowledge and thank donors within two months of receiving a gift,⁸ and will fulfill any legal obligations in their respective jurisdictions, such as sending tax receipts and compiling donation reports in a timely manner.
- Report their online revenues to one another and publicly no later than four weeks after the end of each month.
- Adhere to a shared donor privacy policy, found at: http://wikimediafoundation.org/wiki/Donor_Privacy_Policy.⁹ If the Chapter wishes to deviate from this privacy policy, it will submit a variant for approval to WMF in advance. The Chapter will place a link to this policy, a translation, or an approved variant, on the Chapter fundraising landing page.

3.4. Obligations of the Chapter:

The Chapter will:

- Provide hyperlinks to its Chapter fundraising landing pages.
- Secure tax-deductible or non-governmental organization status where applicable and obtainable in the Chapter's home country by September 1, 2011 (chapters in their first year of operation need only demonstrate that their process is underway).
- Gather and share daily fundraising data with WMF and other participating chapters, as requested by the WMF fundraising contact. This may include the number of donations, average size of donation, and donation origin (such as banner tracking information, and number of hits and completions to particular landing pages).
- Carry out weekly testing in collaboration with the WMF fundraising team from May 1, 2011 before signing this agreement and continue to test weekly with WMF fundraising team for the duration of this agreement. Chapters that have not participated in the 2010/11 agreement must have processed and accepted a test donation by May 1, 2011, provided to the WMF appropriate credentials to also send a test donation, and must participate in weekly testing with the WMF fundraising team for the duration of this agreement. Other than setting up the payment mechanism and landing page, these tests will require a small weekly time commitment from the Chapter. Banners posting will be coordinated between WMF staff and Chapter representatives.
- Provide for the translation of landing pages and supporting materials (banners, etc) into both the primary language of its geography and English.
- Provide for translation capacity for the WMF's hosted landing pages, including responsibility for translation into the primary language of the chapter.
- Provide sufficient volunteer or paid personnel to handle customer service related functions: answering questions about donations, refunds, etc, in a timely manner through the OTRS system or another appropriate system.
- Ensure that its site has no malware, viruses, phishing scams, or other harmful code on it.
- Take reasonable steps to ensure that the Chapter does not violate the intellectual property or other rights of any third party.
- Take reasonable measure to comply with the WMF Trademark Policy.

3.5. Obligations of the WMF:

The WMF will:

- Provide fundraising expertise and advice, as requested, and answer any questions from the Chapter, to the limits of its capacity.
- Provide information and plans with regard to the fundraiser, such as a timeline and list of people involved and their responsibilities.
- Support Chapter to find local legal advice with regard to transfer of money, tax deductibility, records keeping, donation acknowledgment, and other fundraising regulations, as requested by the chapter.
- Gather and share daily fundraising data with the Chapter and other participating chapters. This

may include the number of donations, average size of donation, and donation origin (such as banner tracking information, and number of hits and completions to particular landing pages).

- Create or modify, with the Chapter's agreement, banners desired for use within the chapter's geographical area.

3.6. Revenue sharing¹⁰:

The Chapters that participate in the 2011/12 agreement agree to a revenue sharing arrangement with WMF.

Chapters that have participated in the 2010/11 agreement shall retain funds up to their fundraising target as presented by October 1, 2011¹¹ plus reasonable fundraising expenses up to 10% of online revenue¹². If the fundraising revenue target is greater than 150% of the chapter's 2010/11 share of fundraising after revenue sharing, the WMF reserves the right to review the chapter's program plan and reduce the target by up to the full difference between the target and 150% of the chapter's 2010/11 share of fundraising after revenue sharing.¹³ The Chapter agrees to contribute all fundraising revenue above their fundraising target to WMF.

The following revenue is excluded from this agreement:

- Restricted gifts, such as grants by foundations or governments.
- Individual donations given directly to the Chapter and not resulting from online fundraising.

Fundraising Operation:

- Option A: Donors are directed to the Chapter landing page until the Chapter reaches its fundraising target, after which donors are directed to WMF's landing page.
- Option B: Donors are directed to the Chapter landing page until both the Chapter and WMF meets their respective targets. All revenue raised beyond the Chapter's fundraising target shall be transferred to WMF in support of the WMF's charitable mission and the global infrastructure of the Wikimedia projects.

Contributions to WMF should be made by April 1, 2012 and September 1, 2012, and should account for revenue received up to January 31, 2012 and June 30, 2012 respectively. Contributions may be based on best estimates of revenues with subsequent adjustments as accounts are finalized.

In its annual report, the WMF will publicly acknowledge the financial contribution by the Chapter to WMF. WMF will also publish a monthly summary of activities (titled Report to the Board). If required by local regulations, WMF will provide a brief annual summary (no more than 1 page), to document WMF's general uses of the Chapter's contributions.

3.5. Future fundraising agreements

- Both parties agree to proactively identify, disclose and remedy deficiencies in a timely fashion.
- Failure to make reasonable efforts to quickly disclose and remedy deficiencies may have negative implications for future participation in fundraising agreements.

3.7. Legal stuff:

- Nothing in this Agreement shall be construed to make either party the partner, joint venturer, legal representative or agent of the other party. Neither party shall have the right or authority to assume, create, or incur any liability or any obligation of any kind, either expressed or implied, in the name or on behalf of the other party.
- If they disagree, both parties agree to a mandatory mediation process (before going to a court) to be conducted in person before a certified mediator agreed by the parties. Upon completion of good faith mediation and certification of an impasse by the mediator, either party may bring suit no sooner than 30 days following the certification of impasse.
- As a condition of this agreement, Chapter agrees to report immediately to WMF any knowledge of, or reasonable suspicion of malfeasance, including the misappropriation of donations or improper disclosure of donor information, by the Chapter, its employee, volunteer or agent. Upon reasonable suspicion of such malfeasance, WMF may have an audit performed on the financial and fundraising operations of the Chapter, including the misappropriation of donations and improper disclosure of donor information. WMF may terminate this agreement immediately in the event of reasonable proof of such malfeasance by the Chapter, or its employee, volunteer or agent.
- The WMF and Chapter agree that in the unlikely event of litigation, venue shall be proper only in the courts of competent jurisdiction for San Francisco County, California. The WMF and Chapter agree to be subject to the personal jurisdiction of said courts for purposes of any action brought related to this agreement.
- This agreement is subject to the laws of the United States of America and the State of California, without regard to conflict of law rules.
- This agreement is personal to the parties and may not be assigned or transferred and any attempt to do so is void.

4. Footnotes

1. See WMF Board of Trustees resolution of October 10, 2010.
2. For instance, the WMF and the Chapter might agree to run multiple versions of landing pages to test performance.
3. Generally to the fundraising landing page of the WMF or of another chapter
4. Merchandise as an incentive for a donation
5. For donation volume, expect a peak of 150% of the highest volume day in the previous year for the same geography.
6. For instance, completing paperwork and reports required by regulatory requirements, providing donors with documentation of their gift such as tax receipts where required, and thanking donors for their support.
7. Generally: within six months after the end of the respective organization's fiscal year end.
8. Preferably earlier.
9. WMF will be updating the Privacy Policy to comply with US Federal Trade Commission requirements in the coming months. Some changes might be required to chapter privacy policies as a result. This will be completed in time to enable chapters to make necessary updates before November 1, 2011

10. This section only applies to Chapters where a revenue sharing agreement is legally possible. WMF will request grants from Chapters where revenue sharing is not permitted
 11. Fundraising targets need to be in alignment with program plans including an estimated budget that justifies the target. Plans to be shared publicly on meta before Oct 1, 2011
 12. Eligible fundraising expenses include online fundraising infrastructure, transaction fees, appropriate legal fees and other administrative requirements. Offline fundraising campaigns, events or advertising may not be included.
 13. WMF will only reduce fundraising targets that are not justified by a well-prepared program plan or where the program plan diverges significantly from the general movement priorities.
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Agreed by:

Wikimedia Foundation

Barry Newstead


Chief Global Development Officer



Wikimedia Netherlands

Paul Becherer

Penningmeester (treasurer)



Ziko van Dijk

Voorzitter (president)