

**WIKIAFRICA - MEMORANDUM OF UNDERSTANDING (MOU)**

Between

Africa Centre  
**(Hereinafter referred to as 'AC')**  
**Represented by Tanner Methvin**  
**in his capacity as Executive Director**

and

Insert WikiMediaZA name  
**(Hereinafter referred to as WMZA)**  
**Represented by [REDACTED]**  
**in his / her capacity as [REDACTED]**

## **IT IS HEREBY RECORDED**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

- 1.1.1 “AC” means Art Africa Centre trading as Africa Centre, Registration 2004/012158/08, an association incorporated not for gain under Section 21 of the Companies Act No 61 of 1973 of 5<sup>th</sup> Floor, 28 St George’s Mall, Cape Town, South Africa, 8001;
- 1.1.2 “WMZA” means Wikimedia South Africa (enter name of organisation; physical address and organisation registration number);
- 1.1.3 “WA” means the WikiAfrica project produced by the Africa Centre and Lettera27 aimed at redressing the imbalance of factual heritage and cultural about Africa on Wikipedia;
- 1.1.4 “WLM-ZA” means the South African leg of the international Wiki Loves Monuments photographic competition to take place yearly. This MOU makes specific reference to the 2012 iteration of this competition;
- 1.1.5 “GLAM” means the international Galleries, Libraries, Archives and Museums project that exists within Wikimedia projects;
- 1.1.4 “SYK” means the Share Your Knowledge project within WikiAfrica where cultural institutions share the knowledge that exists within their collections and research on Wikipedia;
- 1.1.5 “the Parties” means the AC and WMZA;
- 1.1.6 “this Agreement” means this Memorandum of Understanding
- 1.1.7 the singular shall include the plural and vice versa;
- 1.1.8 the masculine gender shall include the feminine and neuter genders and vice versa;  
and
- 1.1.9 headings to the clauses are only for convenience of reference and shall not be utilised in the interpretation of this Understanding.

### **2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

2.1 The representatives of the respective parties authorized to administer this Memorandum of Understanding, and to whom formal notices, demands, and communications shall be given are as follows:

2.1.1 The representative of AC shall be, unless otherwise stated in the Memorandum of Understanding:

Isla Haddow-Flood  
WikiAfrica Project Manager: Africa  
Africa Centre  
5<sup>th</sup> floor, 28 St George's Mall  
Cape Town, 8001, South Africa

The Africa Centre is a Non-Profit Organisation that provides a platform for exploring contemporary Pan-African cultural practice and knowledge creation as a catalyst for social change based in Cape Town, and WikiAfrica is a project of the Africa Centre whose purpose is to support and encourage the growth of quality content relating to and about Africa onto Wikipedia and its sister projects.

2.1.2 The representative of the WMZA shall be:

Name  
Position  
Organisation name  
Organisation address

Wikimedia South Africa (Wikimedia ZA) is an autonomous South African organisation, with connections to the Wikimedia Foundation and the global Wikimedia movement, whose goal is to support and encourage Wikimedia projects, including Wikipedia, in the country and region.

2.2 Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by e-mail, personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

2.3 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given within five (5) working days of said change.

### **3. TERM AND SERVICES TO BE PROVIDED**

#### **3.1 TERM**

The term of this Memorandum of Understanding shall commence upon the Parties signing the Memorandum of Understanding and is subject to the termination provisions herein. The Memorandum of Understanding discusses two distinct issues:

the support of WMZA, which will be reassessed after 6 months and project support and assistance in the Wiki Loves Monument 2012 South Africa competition.

### 3.2 Purpose of the Memorandum of Understanding

The purpose of the Memorandum of Understanding is to confirm the working relationship between the AC and the WMZA. WMZA and AC (via its WikiAfrica project) are both working towards encouraging more people in the country and region to contribute to the Wikimedia movement. The understanding will begin with WLM-ZA. It is expected that this agreement will extend beyond this event, to general cooperation related to both organizations' shared goals and objectives.

This MOU involves the AC providing an institutional home for WMZA for a limited period of time (to be reassessed 6 months from date of signing), and support during the WLM-ZA competition in 2012 (from 1<sup>st</sup> August to end October 2012). The agreement also involves WMZA endorsing the WikiAfrica project and its GLAM project SYK, and encouraging volunteer support to the WikiAfrica project when needed.

### 3.3. The responsibilities of each party are as follows:

#### 3.3.1 AC shall provide, in support of WMZA:

- i. An institutional home for WMZA that includes administration services such, an address, a room in which to meet, etc.; to be assessed after 6 months;
- ii. Communications and Marketing support and advice that could include marketing strategy, implementation and supplier liaison; social media strategy and implementation, and publicity liaison;
- iii. AC act as a fiscal agency on behalf of WMZA for free for 3 months (after which to be reviewed); should this support incur additional costs from the AC's independent accountants, then this nominal costs would be passed onto the WMZA; and
- iv. Limited administrative support, if required.

#### 3.3.2 AC shall provide, in support of WLM-ZA:

- i. Strategic assistance;
- ii. Marketing and communications planning, liaison and implementation;
- iii. Publicity planning and liaison (if an independent publicity company is hired by the WLM-ZA project);
- iv. Social media communication plan, implementation, uploads and evaluation;

- v. Project liaison and coordination;
- vi. Training of Wikipedians and Heritage staff, with WMZA assistance; and
- vii. Batch uploading and tagging of media content to Commons; with assistance of Wikimedian volunteers.

### 3.3.2 The WMZA shall provide to the AC:

- i. Visual and written materials, and cooperation, as requested by the AC to disseminate information pertinent to WikiAfrica's continental programmes. Specifically, the WMZA will provide:
  - i. Official endorsement of the WikiAfrica project;
  - ii. Cooperation in South Africa on the WA GLAM project, SYK;
  - iii. Cooperation with AC staff and timeous communication on all aspects of the above MOU;
  - iv. Assistance with calls for volunteers for training and wikipedians in residence, and mobilise assistance from Wikipedians, if possible, for training programmes within South Africa ;
  - v. Endorsement of applications for funding of WA projects, if in agreement with the project;
  - vi. One paragraph summary of how the WMZA would like to be described on the WA website and in general communications about their involvement;
  - vii. Provide a link to the WA website on the WMZA and WLM-ZA, website as well as the WA logo and a paragraph about WA and the partnership;
  - viii. Communicate to the WMZA's contacts about the WA; and
  - ix. Answer a WA questionnaire regarding the partnership with the Africa Centre.

### 3.3.3 WMZA shall provide, in support of WLM-ZA:

- i. Run and manage the WLM-ZA project and its budget, and seek and secure sponsorship;
- ii. Secure grants and disperse funds;
- iii. Liaise with the heritage partners;

- iv. Upload the heritage list to the website for access via desktop and mobile competition portals;
- v. Create and maintain the website and other social media portals for the event;
- vi. Mobilize volunteer support and involvement in the upload marathons;
- vii. Secure the venues and equipment for, and manage the launch, upload marathon and prize-giving events;
- viii. Answer all media queries and assist with distribution of all marketing materials;
- ix. Secure and liaise with the judges;
- x. Secure, purchase and present the prizes; and
- xi. Provide statistics and data about the WLM-ZA competition for AC evaluation purposes.

#### **4. MISCELLANEOUS**

##### 4.1 Amendments to Memorandum of Understanding

Any changes in the terms of this Memorandum of Understanding, including changes in the services to be performed by either party, extension of the term, shall be incorporated into this Memorandum of Understanding by a written amendment properly executed by both parties.

##### 4.2 Termination of Memorandum of Understanding

If either party fails to perform any of the provisions of this Memorandum of Understanding or so fails to make progress as to endanger timely performance of this Memorandum of Understanding, either party may give the other party written notice of such default. If the default is not cured within the time specified by the other party, then this Memorandum of Understanding may be terminated due to the breach of this Memorandum of Understanding.

##### 4.4 Ambiguity

Any ambiguity in this Memorandum of Understanding shall not be interpreted against any one party by virtue of that party being drafter of the Memorandum of Understanding.

##### 5. Entire Memorandum of Understanding

5.1 This Memorandum of Understanding contains the full and complete Memorandum of Understanding between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Memorandum of Understanding.

5.2 In the event of any inconsistency between the provisions in the body of this Memorandum of Understanding and the attachments, the provisions in the body of this Memorandum of Understanding take precedence.

**IN WITNESS THEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives.

Executed for:  
AFRICA CENTRE  
5<sup>th</sup> floor, 28 St George's Mall  
Cape Town, 8001 South Africa

By \_\_\_\_\_  
Tanner Methvin  
Executive Director  
Africa Centre

Executed for:  
WMZA Organisation's Name:  
WMZA Organisation's Address

By \_\_\_\_\_  
WMZA Representative  
WMZA Representative Title  
WMZA Organisation's Name

Date \_\_\_\_\_