

# PROVIDER AGREEMENT

## FOR VIRTUAL ENVIRONMENTS

This **Provider Agreement** (the "Agreement") is made as of \_\_\_\_\_(date) by and between:

**Client**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Provider:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

The **Client** and **Provider** agree as follows:

1. **Provider** agrees to deliver the following work:

- Content:** \_\_\_\_\_  
\_\_\_\_\_
- Services:** \_\_\_\_\_  
\_\_\_\_\_
- Training:** \_\_\_\_\_  
\_\_\_\_\_
- Support:** \_\_\_\_\_  
\_\_\_\_\_
- Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Provider** agrees to deliver the above work according to the following schedule:

- Immediately upon signing this agreement.
- By a deadline: \_\_\_\_\_
- In phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Provider** offers the following guarantees:

- Provider** indemnifies **Client** against plagiarism and intellectual property theft and guarantees that the work will not infringe upon or violate any intellectual property right of any third party.  
-and-
- All work is original.
- Or: all work is either original or the **Provider** has agreements in hand confirming appropriate rights to all intellectual property involved.

4. **Provider** agrees that the **Client** acquires the following rights (choose one option):

The work is a **work for hire** in jurisdictions where applicable. In all other jurisdictions the **Client** acquires **all rights** to the work. **Client** may use, modify, distribute, resell and adapt the work in any medium, in any geographical location, in perpetuity.

**Client** acquires the right to use the work, in perpetuity, in a single location, by a single individual, and may not copy, modify, or redistribute the work. **Client** may not transfer the license if **Client's** company or part of company is acquired.

Location: \_\_\_\_\_  
User: \_\_\_\_\_

**Client** acquires the right to use the work, in perpetuity, throughout the company, the company's grid, or other site, and may copy, modify, or redistribute the work within that site to any individuals located there, both company employees and visitors, as long as the work does not leave the site. **Client** may transfer the license if **Client's** company or part of company is acquired.

Site: \_\_\_\_\_

**Client** acquires partial rights to use the work as follows:

Site: \_\_\_\_\_  
Users: \_\_\_\_\_  
Time limits: \_\_\_\_\_  
Modify: \_\_\_\_\_  
Copy: \_\_\_\_\_  
Transfer: \_\_\_\_\_

5. In addition, to the above rights, **Client** and **Provider** also agree to the following (choose all that apply):

**Client** agrees to attribute the work to the **Provider**, either maintaining the original “creator” name of objects, keeping the **Provider**'s name in the description of the object, retaining the branding of the objects, or by crediting the work in a location visible to end users of that work.

**Client** agrees that **Provider** may use the work in a virtual portfolio.

**Client** agrees that **Provider** may use the **Client**'s name in promotional materials.

**Client** agrees that **Provider** may reuse the work or part of the work for other clients.

6. **Client** and **Provider** agree to the following compensation:

Hourly rate for duration of project: \_\_\_\_\_

Total fee for entire project: \_\_\_\_\_

Other, as described below: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Client** and **Provider** agree to the following payment schedule:

Immediately upon signing this agreement.

By a deadline: \_\_\_\_\_

In phases: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Client** and **Provider** agree to the following payment method:

Via in-world currency.

According to separate invoicing.

To PayPal account: \_\_\_\_\_

By check or wire transfer to the following location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **Provider** will perform the work as an independent contractor. **Provider** will not be deemed to be an employee of **Client**. **Provider** will not be entitled to any employee benefits. **Provider** will be responsible for any and all taxes and other payments due on payments received under this agreement. If **Provider** and **Client** are based in the same country, they will provide all necessary tax documents to one another.

10. **Provider** will indemnify **Client** from all claims, losses, and damages that may arise from the breach of any of **Provider's** obligations under this agreement.
11. **Governing Law; Jurisdiction.** This contract will be governed by and construed in accordance with the laws of the following country or jurisdiction:

Jurisdiction: \_\_\_\_\_

12. **Attorneys' Fees and Costs.** In any dispute concerning or arising under this Agreement or any transaction relating hereto, the prevailing party will be entitled to reasonable attorneys' fees and costs, including, without limitation, costs and fees incurred on appeal or in a bankruptcy or similar action.
13. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**Client**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Provider:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_