

## Model Contributor Agreement

### ***DISCLAIMER***

THIS AGREEMENT IS INTENDED TO SERVE AS AN EXAMPLE OF STANDARD TERMS FOR CONTRIBUTION ARRANGEMENTS AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. AS YOU WILL NOTE, THIS AGREEMENT ALSO INCLUDES “NOTES” THROUGHOUT THE DOCUMENT WHICH HELP TO EXPLAIN THE PURPOSE OF DIFFERENT CLAUSES AND SOME EXAMPLES OF DIFFERENT WAYS TO APPROACH THOSE CLAUSES. THESE NOTES ARE PROVIDED AS A COURTESY TO HELP ROBLOX USERS DEVELOP AND INNOVATE, BUT ARE ALSO NOT INTENDED AS ACTUAL LEGAL ADVICE.

THE PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR ATTORNEYS TO OBTAIN LEGAL ADVICE, INCLUDING WITH RESPECT TO CONTRACTING WITH MINORS IN THE APPLICABLE JURISDICTION AND TO MAKE SURE YOU CLEARLY UNDERSTAND THE TERMS OF ANY CONTRACT BEFORE YOU SIGN IT.

IF NOT OTHERWISE DEFINED, CAPITALIZED TERMS IN THIS CONTRIBUTOR AGREEMENT AND THE NOTES HAVE THE MEANINGS SET FORTH IN THE ROBLOX TERMS OF USE, AVAILABLE [HERE](#).

This Contributor Agreement (the “Agreement”) is entered into effective as of [DATE] (the “Effective Date”), between [HIRING PARTY NAME and address] (the “HIRING PARTY”) and [NAME and address] (the “CONTRIBUTOR”).

WHEREAS, HIRING PARTY is engaged in the business of computer application development and wants to contract CONTRIBUTOR to perform services relating to the global platform Roblox, and

WHEREAS, CONTRIBUTOR has the required skills and knowledge and wants to perform such services under the following terms and conditions:

*Note: This agreement is a contract defining the terms of service between two parties, which we refer to as the “Hiring Party” (the party requesting services) and the “Contributor” (the party providing services). Contributors use agreements to protect their interests and ensure they are appropriately compensated for their services. When it comes to creating an Experience or Virtual Items on Roblox, the owner of a Group might choose to enter into an agreement with a Contributor who can help to develop that Experience or design those Virtual Items.*

### **I. Services.**

- A. During the Term, CONTRIBUTOR agrees to provide certain services (the “Services”). The specific details of the Services to be performed will be determined on a per-project basis will be described in a written statement of work (each an “SOW”), including the initial SOW attached to this Agreement as Schedule A. CONTRIBUTOR will perform the Services only upon HIRING PARTY’s request and after the scope of the Services has been approved by HIRING PARTY and set forth in a mutually agreed SOW. The Services may be performed via telephone and other forms of remote correspondence and may include meetings with personnel and other contributors at times and locations to be mutually agreed upon.

- B. Each party represents and warrants that at the time of execution of this Agreement, the terms of this Agreement are not inconsistent with any other contractual or legal obligations that such party may have.

*Note: The scope of the services should be clearly described in the agreement. Parties will often use one or more “statements of work” (which are attached to the relevant agreement) for this purpose. Providing as much detail as possible regarding the roles and responsibilities, helps to reduce uncertainty and to ensure that the parties are on the same page – whether about what is expected to be delivered, the time for delivery, additional resources that may be necessary, etc... Understanding what your obligations are will make it easier for you to follow through on them.*

2. **Compensation; Payment Terms.** In consideration for CONTRIBUTOR's performance of the Services, HIRING PARTY will pay CONTRIBUTOR the amounts set forth in the applicable SOW. CONTRIBUTOR will invoice HIRING PARTY in accordance with the schedule set forth in the SOW and unless otherwise set forth in the SOW, HIRING PARTY will pay CONTRIBUTOR within thirty (30) days after HIRING PARTY's receipt of an invoice. [Any income taxes levied on payments to be made to CONTRIBUTOR under this Agreement will be exclusively borne by CONTRIBUTOR.] In the event of an early termination of the Agreement HIRING PARTY will pay CONTRIBUTOR for the Services performed through the date of termination.

*Note: How the Contributor will be paid should be described in a statement of work based on the parties' negotiations. There are many ways to structure payment and where the parties land is totally up to them. For example, parties may choose to structure payment on a “time and materials” basis. This means that a Contributor would be paid based on how much time they contribute to the project (e.g., on an hourly basis), as well as the amount of resources contributed to the project (e.g., actual costs of certain materials, including in some cases an agreed-upon mark-up). Alternatively, the parties may agree on a “revenue sharing” model where, unlike the “time and materials” model, the Contributor may not be guaranteed payment up front, but would instead be entitled to a portion of overall revenue (e.g., net or gross) received for a particular project. Under a “revenue sharing” model, there is no guarantee that a project will make money, so there is no guarantee that the Contributor gets paid. Terms such as how payments are made, when they are made, and how much will be paid, should be clear and understood by both parties. Be sure to consult your attorney about compensation.*

3. **Term and Termination.** The term of this Agreement begins on the Effective Date and will continue until [EXPIRATION DATE] (the “Term”). The Term of this Agreement may be extended by a written agreement signed by the parties. Either party may terminate this Agreement or any SOW with or without cause upon giving thirty (30) days prior written notice to the other party. Termination or expiration of this Agreement will not affect any rights or obligations which have accrued prior to the date of termination or expiration.

*Note: The “term” of an agreement refers to how long the parties intend to operate under that agreement (e.g., how long the services will be provided for). After the end of the “term”, the agreement automatically expires (unless of course the parties choose to extend it). Termination clauses describe the ways that the parties can terminate the agreement before its expiration date. For example, the parties might decide that if one party violates the agreement, the other party can terminate it, or they may decide that either party can terminate the agreement whenever they want (as is reflected in this example). Termination clauses can be structured in many ways as well and parties should consider not only what would trigger a termination right, but also what will happen if that termination right is used. For example, how will outstanding payments be handled? Will any legal obligations survive termination of the agreement (i.e., continue to apply after the agreement terminates or expires)?*

#### 4. Obligations to Roblox Corporation.

- A. The parties acknowledge and agree that (i) Roblox Corporation is not a party to this Agreement and that this Agreement is a private contract between CONTRIBUTOR and HIRING PARTY; and (ii) Roblox Corporation and its affiliates have no liability or responsibility to either party under this Agreement.
- B. The parties will at all times comply with the applicable legal terms and conditions and policies at <https://en.help.roblox.com/hc/en-us/sections/360000007623-Legal-Documents>, as updated from time to time, including the Roblox Terms of Use and the Roblox Community Standards.

*Note: It is important to understand that Roblox provides this document only as an example or template to help encourage innovation and development among users. Any agreement reached by the parties is between those parties only and Roblox has no obligation to become involved in the dealings of the parties or to undertake any obligations under this Agreement. This is another reason to make sure you completely understand the terms of any agreement you sign and obtain legal advice if possible.*

#### 5. Confidential Information.

- A. In performing the Services, CONTRIBUTOR may obtain access to certain confidential or proprietary information of HIRING PARTY or may develop certain confidential or proprietary information for HIRING PARTY through the performance of the Services and under the direction of the HIRING PARTY (collectively, the “Confidential Information”). “Confidential Information” includes anything that is marked or identified as confidential, or that a reasonable person would understand to be confidential.
- B. CONTRIBUTOR agrees that during the Term and for a period of three (3) years after the Term, CONTRIBUTOR will (i) treat Confidential Information as confidential; (ii) not use any Confidential Information except as and to the extent necessary for the performance of the Services; and (iii) not disclose any Confidential Information to any third party without HIRING PARTY’s express permission.
- C. Upon expiration or termination of this Agreement, HIRING PARTY may request that CONTRIBUTOR return or destroy all Confidential Information and CONTRIBUTOR will comply with this request.
- D. CONTRIBUTOR’s obligations regarding confidentiality will not apply to any portion of the Confidential Information that (i) was in the public domain at the time it was communicated to CONTRIBUTOR under this Agreement; (ii) entered the public domain through no breach

of this Agreement by CONTRIBUTOR, after the time it was communicated to CONTRIBUTOR under this Agreement; (iii) was known to CONTRIBUTOR and, to the best of CONTRIBUTOR's knowledge, not subject to any confidentiality obligation at the time it was communicated to CONTRIBUTOR; (iv) was rightfully communicated to CONTRIBUTOR by a third party without any confidentiality obligations after the time it was communicated to CONTRIBUTOR under this Agreement; (v) was developed by CONTRIBUTOR independently of and without reference to any information communicated to CONTRIBUTOR under this Agreement.

- E. The parties agree that if CONTRIBUTOR is required to disclose any Confidential Information in connection with applicable law or in connection with a valid order by a court or other governmental body, that disclosure will not be considered a breach of this Agreement.

*Note: Confidentiality clauses prevent consultants from disclosing sensitive confidential information to third parties and impose restrictions on the use of such information. This example prohibits the consultant from disclosing any Confidential Information to any third party, but the parties can also include here situations where a Contributor would be allowed to disclose Confidential Information if the parties know of any before entering the agreement.*

6. **Intellectual Property.** Copyright ownership and all right, title and interest in all copyrightable works created by CONTRIBUTOR in the performance of this Agreement will vest in HIRING PARTY as a "work made for hire" under U.S. Copyright law. CONTRIBUTOR agrees to assign (and hereby does assign) to HIRING PARTY any right, title and interest that CONTRIBUTOR may have in any intellectual property which CONTRIBUTOR conceives, develops, or reduces to practice solely as a direct result of performing the Services for HIRING PARTY under this Agreement. CONTRIBUTOR agrees to take any further acts or execute any other agreements (in either case, at the cost of HIRING PARTY), as HIRING PARTY may reasonably request, to carry out the intent and accomplish the purpose of this Section 6.

*Note: Intellectually property (including copyrightable materials) is intangible property that may hold value. If you are developing an Experience or Virtual Item, those things would be intellectual property and it is important that the parties understand who owns what and what rights each party has to the intellectual property. In some circumstances (and in this example) copyrightable creations under a consulting agreement may be deemed "works made for hire" (meaning that the rights to the creations would be held by the person who hired the consultant), but in other situations, those materials could be treated as owned by the consultant or even shared by the parties. Intellectual property can be a complicated idea and there are all kinds of laws that could affect how they are treated. This considered, you should be sure to consult your attorney to assess intellectual property ownership implications including licensing terms before entering into an agreement.*

7. **Compliance with Laws.** In the performance of the Services under this Agreement, the parties will comply with all applicable laws and regulations.
8. **Limitation of Liability; Indemnification.** CONTRIBUTOR will not be liable to HIRING PARTY for any loss incurred in the performance of CONTRIBUTOR's Services under this Agreement unless caused by CONTRIBUTOR's intentional misconduct. HIRING PARTY agrees, at its sole defense, to indemnify and defend CONTRIBUTOR from and against any damages, claims or suits by third parties against CONTRIBUTOR arising from the reasonable performance of CONTRIBUTOR's Services under this Agreement unless caused by CONTRIBUTOR's intentional misconduct.

*Note: Liability clauses describe the instances where a party will take on responsibility for specific types of claims (for example, who is going to be responsible for paying for something when an issue arises). Indemnification clauses obligate a party to defend the other party from third-party claims. Consult your attorney as these are often heavily negotiated terms.*

9. **Independent Contractor.** CONTRIBUTOR's status under this Agreement is that of an independent contractor. CONTRIBUTOR will not be deemed an employee, agent, partner or joint venturer of HIRING PARTY for any purpose whatsoever, and CONTRIBUTOR will have no authority to bind or act on behalf of HIRING PARTY. This Agreement will not entitle CONTRIBUTOR to participate in any benefit plan or program of HIRING PARTY. CONTRIBUTOR will be responsible for, and agrees to comply with, obligations under federal and state tax laws for payment of income and, if applicable, self-employment tax.

*Note: As contemplated in this example, a consultant works for a client as an independent contractor and not as the client's employee. Consult your attorney about special considerations for this type of relationship, including any potential tax implications. If the parties instead want to create an "employer-employee," this template document may not be as helpful for you.*

10. **Assignment.** Neither party may assign this Agreement or any interest set forth in this Agreement, or delegate any of its duties under this Agreement, to any third party without the other party's prior written consent. Any attempted assignment or delegation without the other party's consent will be null and void.

*Note: The Assignment clause governs whether a party can transfer the Agreement to someone else, or allow another person to perform its obligations or exploit its rights under an agreement. Parties should structure this clause based on their particular circumstances. For example, if you expect that a Contributor will be entitled to subcontract its obligations to other people, that should be covered here.*

11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of [STATE] without regard to its conflicts of laws rules.

*Note: Governing law refers to the law applied to the interpretation of the agreement. The governing law that you choose can impact how certain clauses are interpreted and could even impact how enforceable certain clauses are, so it is important to consult with an attorney to make sure you understand how the chosen governing law affects your contract.*

12. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the respective heirs, representatives, successors and assigns of the parties.
13. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters outlined in this Agreement and this Agreement supersedes all previous agreements and undertakings between the parties relating to the subject matter of this Agreement. This Agreement may be modified only by written agreement signed by the parties.

[Signature Page Follows]

REVIEWED AND AGREED

**HIRING PARTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRIBUTOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRIBUTOR PARENT/GUARDIAN CONSENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

### Statement of Work

*Note: This sample statement of work contains certain terms that the parties should consider including in each statement of work, but is not exhaustive and the terms of any statement of work will depend heavily on the services being provided and what has been agreed by the parties. Some things to consider include (i) whether a Contributor will be required to provide status reports, or updates to the Hiring Party, (ii) whether the parties will meet to discuss progress, (iii) whether the project will be subject to any specific milestones, (iv) whether the project will be subject to particular criteria to determine whether it has been performed correctly, and (v) whether the parties will include a formal acceptance process to allow the client to test any work product before it is deemed 'complete'.*

#### Description of Services:

[Describe services in detail including any deliverables.]

#### Delivery Schedule and Terms:

Services will be rendered (enter project start date) through (enter project end date).

Payment is subject to submission of invoice and acceptance by HIRING PARTY of written status report that includes:

- status against specified written milestones
- status against written budget

Status reports and invoices may be submitted by e-mail to \_\_\_\_\_.

#### Payment Schedule and Terms:

[Detail terms of compensation: monthly, per hour? to include stock or revenue sharing?]

Total cost to HIRING PARTY not to exceed: [enter total project cost] payable [enter terms of payment]

#### Additional Terms: