

Memorandum of Understanding

Membership Agreement for participation in TechSoup Global's Nonprofit Commons in Second Life Project.

Version 1.8 – September 2012

This agreement dated _____ is made By and Between TechSoup Global, whose address is:

street: 435 Brannan Street, Suite 100
city: San Francisco
state: CA
zip: 94107
fax: 415.633.9400

AND Member nonprofit organization named _____, whose physical address is:

street: _____
city: _____
state: _____
zip: _____
email: _____
phone: _____
fax: _____
website: _____

contact person, avatar name, and email (2 preferred, not required):

tenant in-world presence: virtual office _____ OR interactive poster _____

Tenant Agreement:

1. Term of Agreement

- a. This donation agreement is valid for one year, commencing upon date of signed agreement. Terms will be revisited 11 months after the commencement of this agreement.
- b. This is a non-exclusive Donation Agreement. Nonprofit Commons Member and TechSoup Global are free to accept Second Life donations from other organizations, solely at the discretion of member or TechSoup Global.
- c. This donation is free of charge to Nonprofit Commons Members.
- d. Each Member will appoint two official contact people and will be given access to estate managers.
- e. Provide Member information to TechSoup Global to include in directories, billboards, and other networking opportunities in a timely manner.

2. Termination of Agreement

- a. The Member may terminate this agreement with 60 days written notice to the Nonprofit Commons management team at nonprofitcommons@techsoup.org. TechSoup Global reserves the right to terminate this agreement for any reason with 60 days written notice delivered to the email address listed above for the member.

3. Indemnification:

- a. Members of the Nonprofit Commons in Second Life shall indemnify and hold harmless, and at TechSoup Global's request defend, TechSoup Global and its affiliates, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to (a) any breach including, without limitation, any breach or alleged breach of any representation or warranty of Contractor set forth in the Memorandum of Understanding, or (b) any third party claim or threat thereof that the Services or Creation of Content within the Nonprofit Commons sim in Second Life (or the exercise of rights granted herein with respect thereto), infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party, or are defamatory or obscene.

4. Limitation of Liability:

- a. To the extent permitted by applicable law: (a) in no event shall TechSoup Global be liable under any legal theory for any special, indirect, consequential, exemplary or incidental damages, however caused, arising out of or relating to this Agreement, even if TechSoup Global has been

advised of the possibility of such damages; and (b) in no event shall TechSoup Global's aggregate liability arising out of or relating to this Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort or otherwise).

5. Description of Donation:

- a. A pre-fabricated virtual office space in the Nonprofit Commons Community in Second Life.
- b. This virtual office may be used by the Member as an office, with access to public meeting space and limited assistance from TechSoup Global. Common areas must be scheduled ahead of time with a minimum of 3 days advance preparation and are available on a first come first served basis.
- c. TechSoup Global is responsible for maintaining common areas in a clean and orderly fashion. Member should report damages and grievers (anyone who is causing trouble) to TechSoup Global Nonprofit Commons Community Management Team that includes sim owners, estate managers, and community managers. Members should not litter the public space with prims (this is a bandwidth issue, as well as unsightly for the aesthetic of the Nonprofit Commons). Members are limited to 200 prims per office space.
- d. Member must demonstrate use of the virtual office or interactive poster, as well as, active ongoing participation in the Nonprofit Commons community.
 1. Use of the virtual office is defined as presentation of nonprofit mission and regular in-world presence in the space. Each virtual office should have open office hours with an organization representative present at a minimum of 1 hour per week. Use of the interactive poster is defined as a branded visual presentation of the nonprofit in-world that includes notecards, website links, and virtual goods. Each interactive poster should contain current information about the organization.
 2. Active ongoing participation in the community is defined as a minimum of 10 hours of volunteer activities per month, including, but not limited to attendance at TechSoup Global weekly meetings, virtual office hours, presence at Nonprofit Commons events, participating in the Nonprofit Commons blog, or other volunteer activities as defined by TechSoup Global or Nonprofit Commons Management Team.
 3. Members are required to provide the Nonprofit Commons Management Team with their organization branding images, including a logo, mission, and any important information for creation of virtual posters and wiki pages.
 4. Members are responsible for contributing in community events that require marketing information and an organization representative present.

5. Be willing to share your experience as you are learning with others in the pilot and publicity (e.g. blog, be interviewed for news articles, etc.)
 6. Members must be willing to be profiled and featured in our Local Impact Map and added to our TechSoup Global network.
 7. Members must join the various communication delivery methods to receive community notices and technical support including the Second Life Group and Google Group. An estate manager will invite you to join the Nonprofit Commons Second Life Group. Members must join the TechSoup Global in Second Life Google Group, register as a user on NonprofitCommons.org, and fill out at Community Profile Form on the Nonprofit Commons Wiki. The Nonprofit Commons Management Team can assist you, if necessary.
 8. Failure to demonstrate active use of the virtual office with office hours or interactive poster, forfeits Member's in-world presence. Virtual space is limited and desired, your hours on the Nonprofit Commons sims are tabulated and monitored.
- e. Member must keep the Nonprofit Commons Management Team informed of any large event plans at least 10 days in advance.
 - f. Nonprofit Commons Management Team will do their best to provide maintenance and overall professional atmosphere on the premises of the Nonprofit Commons. The Member agrees to use the premises in a quiet, peaceful, lawful, and residential manner. See list of acceptable behavior below:
 1. No weapons, fireworks or nudity are permitted in the Nonprofit Commons.
 2. Organization must not discriminate against other in-world organizations regardless of political, economic, or cultural differences.
 3. Organizations must commit to being a "good neighbor" by keeping your virtual office in good shape and by assisting nearby members requiring assistance, as appropriate.
 4. The TechSoup Global space is a "PG" rated sim, which means you must dress and conduct yourself in a manner appropriate for a general audience.
 - g. Members will not use bandwidth demanding scripts in their office that interfere with others ability to use Nonprofit Commons in a lag-free, efficient manner. The Nonprofit Commons Management Team reserve the right to disable or return any object that is interfering with normal operations of the sim, at their discretion. Members with questions about scripts should email or

send a notecard to a Nonprofit Commons Management Team before implementing the script into their space.

5. Altering of Sim:

- a. Members will not alter the outside of the buildings without written permission from the estate manager, but are free to “decorate” inside as they desire.
- b. If Member hosts an event and builds items in the sim in the outside of the offices, with prior written permission from the Nonprofit Commons Management Team, items are to be removed within 48 hours after the event.

6. Subletting:

- a. Members are not to assign this agreement or sublet their office space without prior written consent from Nonprofit Commons Management Team.

7. Technical Support:

- a. A minimum of 3 Second Life users designated by TechSoup Global will have estate manager permissions and will liaise with tenants.
- b. The virtual office and interactive poster are being provided with minimal technical support. If you accept the space, you must be willing to be a “do-it-yourselfer” in Second Life or spend time in-world networking and finding volunteers who may assist you. Volunteer Nonprofit Commons Mentors are available to assist you. TechSoup Global will provide networking information and opportunities.
- c. To receive technical support, email or send a notecard to the members of the Nonprofit Commons Community Management Team.

Both TechSoup Global and Member have read and agree to the Terms listed above.

TechSoup Global

Date

Member

Date