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Agreement for the execution of project improving C++ API Documentation

This agreement is made between the FreeCAD project association (the FPA), a non-profit body registered as an AISBL in Belgium under enterprise number 781867807 and FreeCAD contributor Pieter Hijma (the CONTRIBUTOR), identified in the Netherlands by Chamber of Commerce number 91815053.

This document constitutes a **non-employment service agreement** between these two parties, who agree to the following terms and conditions:

Purpose and objectives

The essence of the proposal is to 1) improve the quality for the C++ API Documentation and 2) to make the C++ API Documentation complete. My proposal is to focus on namespace App since I am already fairly familiar with it and it is arguably the most important part of FreeCAD. This project can run in conjunction with the GSoC project that focuses on improving the API documentation in general.

Duties

During the time covered by this agreement, the CONTRIBUTOR agrees to:

- define a standard for documentation: documented on the wiki and other relevant places.
- Apply the standard to namespace App on the existing documentation: PRs for well-defined sets of files.
- Add missing documentation in namespace App: PRs for well-defined sets of files
- Publish monthly a short summary of the activities performed by the CONTRIBUTOR

- Invoice the FPA when the different stages of the payment schedule described below are reached
- All code developed under this agreement must be licensed LGPL 2.1 (SPDX code "LGPL-2.1-or-later"), and all non-code documentation must be licensed under an appropriate Free license recognized by OSI and FSF

During the time covered by this agreement, the FPA agrees to:

- Pay the CONTRIBUTOR the amount described below in this document when billed by the CONTRIBUTOR
- Help the CONTRIBUTOR to perform their part of this agreement whenever needed

Conditions and compensation

A compensation of EUR 8000 will be paid by the FPA to the CONTRIBUTOR, according to the following schedule:

- EUR 4000 when 50% of the documentation of the App namespace is completed
- EUR 4000 when all of the documentation of App namespace is completed

Payments will be made after receiving an invoice from the CONTRIBUTOR, by bank transfer. All Bank transfer and other transfer fees will be paid by the FPA.

All invoices sent to the FPA must imperatively show the VAT number of the FPA (BE 0781 867 807) and, unless emitted from a Belgian VAT holder, the mention "Reverse charged VAT according to Art 21 § 2 of the Belgian VAT Code".

The tasks described in this agreement will be organised and performed by the CONTRIBUTOR in the manner, schedule and time frame that the CONTRIBUTOR sees appropriate, from their own location, using their own equipment, and establishing their own schedule and timetable. The CONTRIBUTOR is the sole responsible for the quality of their work. There is no subordination relationship between the FPA and the CONTRIBUTOR.

This agreement is a strict non-employment agreement. The CONTRIBUTOR agrees to the conditions of this agreement as an independent worker. There is no employment relationship between the FPA and the CONTRIBUTOR. The CONTRIBUTOR is solely responsible for paying all taxes such as revenue taxes incurring from the revenues obtained from this agreement, and for paying all social security contributions needed in the CONTRIBUTOR's country, and any other expense needed to perform their work as an independent worker.

The CONTRIBUTOR will be ready at all times to prove their independent worker status by showing documents like proof of payment of revenue taxes or conformity of their situation against social security, if requested by the FPA.

The CONTRIBUTOR will not hold the FPA responsible for any injury or material loss occurring during the execution of the tasks described in this agreement.

Termination and renewal

This agreement will last for 1 year, starting from the date this agreement is signed by both parties, and terminates after a year has passed.

Both the FPA and the CONTRIBUTOR can unilaterally terminate this agreement at any time, for any reason, by simple notification to the other party. If work has been done by the CONTRIBUTOR after the last payment, the FPA will pay a last installment to be proportionally determined by the quantity of work done within the corresponding stage of the payment schedule.

This agreement is ruled by Belgian law, and the competent court is the Brussels court. However, both parties agree to always seek friendly resolution in case of conflicts, and to always consider the best interest of the FreeCAD project.

Done in Brussels on November 4th, 2024

For the FPA	The CONTRIBUTOR
Yorik van Havre chairman of the FPA	Pieter Hijma