The FreeCAD project association AISBL
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Infrastructure Maintenance Leader Agreement

This agreement is made between the FreeCAD project association (the FPA), a non-profit body registered as an AISBL in Belgium under enterprise number <u>781867807</u> and FreeCAD contributor Kurt Kremitzki (the CONTRIBUTOR), identified by the FreeCAD forum handle <u>kkremitzki</u> and GitHub handle <u>kkremitzki</u>.

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

Purpose and objectives

FreeCAD's infrastructure is currently a set of individual "droplets" at DigitalOcean. Those droplets host services such as the website, forums, wiki, and addon cache. In addition, as the project continues to grow, additional infrastructure will become necessary: single-sign-on systems via LDAP, load balancing, additional forums servers, etc. The development, documentation, and ongoing maintenance of this continues to increase over time and coordination of the work and the volunteer team is necessary. The FPA is therefore contracting a person to lead and maintain the FreeCAD web infrastructure.

Duties

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

- Oversee the operation, documentation, and upgrades to the entire FreeCAD web infrastructure of the FreeCAD project, including self-hosted and remote-hosted services maintained by the FPA, as well as, when involving infrastructure work, accounts maintained by the FPA or the FreeCAD community on other web platforms
- **Coordinate** with the rest of the FreeCAD project community and the FPA to maximize service availability
- Improve services as the project grows and its needs change
- Ensure that all services and service tasks are documented so that the work can be distributed throughout the team and handed off as needed
- Help FreeCAD to transition to more independent and/or self-hosted solutions when appropriate
- Write **quarterly reports** describing the work completed over the preceding quarter and the plans for the next quarter

- Provide occasional emergency response to handle outages. This requires rapid resolution and high availability on the part of the CONTRIBUTOR
- Invoice the FPA monthly, or when the different stages of a payment schedule determined together with the FPA 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 invoiced by the CONTRIBUTOR
- Help the CONTRIBUTOR to perform their part of this agreement whenever needed

Conditions and compensation

A compensation of **EUR 1000 per month** will be paid by the FPA to the CONTRIBUTOR.

Payments will be made after receiving an invoice from the CONTRIBUTOR, by bank transfer. VAT, bank transfer fees and other transfer fees will be paid by the FPA. All other fees and taxes to which the CONTRIBUTOR is subject to, such as revenue taxes or social security taxes, must be included in the invoice, and part of the total amount stated in this agreement.

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 or subject to any other VAT handling system in the CONTRIBUTOR's country, 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 one 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 September 3rd, 2025

For the FPA The CONTRIBUTOR

Yorik van Havre chairman of the FPA **Kurt Kremitzki**

Kurt Kremitski

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