The FreeCAD project association AISBL
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# Agreement for the execution of tasks of OpenCASCADE Liaison

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 Pieter Hijma (the CONTRIBUTOR), identified by forum username <u>pieterhijma</u> and github username <u>pieterhijma</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 main geometry engine, OpenCASCADE (OCCT), is an external project run and maintained outside FreeCAD's control and influence. Communication with the OCCT team is not always optimal and issues not handled optimally between both projects. The FPA is appointing the CONTRIBUTOR to coordinate bug reports and patches with the OCCT development team.

#### **Duties**

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

- Monitor the FreeCAD Issue tracker and forums for OCCT-related bugs
- Test issues and develop DRAW-harness equivalents to the FreeCAD issue
- Submit bugs upstream and coordinate responses with the OCCT team
- Assist FreeCAD developers in creating Pull Requests to OCCT, assuming copyright and assigning it to the OpenCASCADE project as necessary
- Seek, find and maintain contacts within the OCCT development team, and help them and FreeCAD developers to communicate efficiently

- 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 invoiced by the CONTRIBUTOR
- Help the CONTRIBUTOR to perform their part of this agreement whenever needed

## **Conditions and compensation**

A compensation of USD 6000,00 will be paid by the FPA to the CONTRIBUTOR, in twelve installments, or USD 500,00 per month.

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 March 3rd, 2025

For the FPA The CONTRIBUTOR

Yorik van Havre chairman of the FPA

MMMM/

Pieter Hijma