**Statement of Work**

**Section 1 – Scope of Work**

Partner shall perform its obligations in accordance with the terms and conditions set forth in Section 3 of this SOW, and deliver Deliverables to 01.04.2020 in compliance with the time schedule and Specifications stated hereafter.

**Section 2 – Definition**

**2.1 Problem -** mathematically formulated problem**.**

**Baseline -** is basic algorithm**.**

**Section 3 – Work Plan**

**3.1** Partner shall carry out Development Work for solving the Problem in Work Placeaccording to the Work Plan specified below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Stage | Start Date | End Date | Task | Outputs | Responsible person |
| 1 | T+0 months | T+1 weeks | 1. Problem analysis 2. Finding theoretical solutions 3. Model building | 1. Theoretical description of  the Problem.  2. Description of the efficient model. | Guslyakova Vilena and Gevorgyan Sona |
| 2 | T+1 weeks | T+2 weeks | 1. Finding pictures dataset for neural network, produce scaling and transformation into tensor tensors 2. Creating neural network | 1. Prepared dataset for neural network 2. Neural network | Rybakov Vladimir |
| 3 | T+3 weeks | T+1months | 1. Launching neural network training on samples of 990 elements. 2. Building learning curve. 3. Calculating of the target metric on the validation sample 4. Improving the neural network and writing beautiful visualization. | 1. Trained neural network 2. Learning curve 3. Target metrics 4. Application | Osipov Anton |
| 4 | T + 1 months | T + 2 months | 1. Testing on big data 2. Result analyses 3. Final report preparation | 1. Testing report 2. Analyses report 3. Final report | Pashkovskaya Ekaterina and Gevorgyan Sona |

**3.2** The Parties**​** shall communicate with each other about the technical, managerial and othernecessary information of Development Work timely and accurately. Partner shall keep everything under control. Informed of the progress of Development Work by sending written reports to Moscow, Orshnskaya street, 3 monthly. In the event that Partner foresees a delay in Development Work, Partner shall promptly notify specifying (i) reasons of such delay; and (ii) its best estimated new schedule. In the event of any delay of more than thirty (Work)**​** days not resulting from company default, company shall have the right to terminate this Agreement with a written notice to Partner.

Company shall be entitled to make audit and examination of the Development Work and its related documentations during any stage above and the periods of maintenance services, to which Partner shall provide necessary cooperation. Upon the receipt of the notice about the problems discovered through the said audit and examination, Partner shall provide reasonable explanation and clarification of such problems. Company shall have the right to require Partner’s reasonable measures to solve such problems.

**3.3 ​**During the term of this Agreement, Company shall have the right to inform Partner to changeDevelopment Work and Work Plan according to altered requirements of this research and development cooperation. Company shall provide a document specifying such changes, upon which Partner shall manage to conduct the following Development Work according to the changed instructions. If such changes result in additional fees not more than 15% of Consideration, Parties shall reach a new schedule through friendly consultations, and Partner shall conduct the changed Development Work, after confirmed by the contact person from both sides, without additional payment from Партнера. Upon the additional fees exceeding 15% of

Consideration, the Parties shall enter into an amendment to the SOW regarding new fees (including the additional fees) and new schedule agreed through amicable negation.

**Section 4. Consideration**

**4.1** Considering Partner’s obligations performed under this SOW, Company shall pay Partner the totalamount of fees **1000000 ​​[RUBLes]** as**​** Consideration (including relevant taxes). Unless otherwise agreed in writing between the Parties, no additional fees shall be paid to Partner by Company. All fees that ... shall pay for onsite services (including services fees, accommodation fees,

allowances etc.), if any, have already been included in the Consideration. Partner will pay all aforesaid fees after the receipt of the original invoices that within the amount specified in the budget previously confirmed by Company.

The income to be received by Partner is **（​​1000000）​​[Rubles]** If**​** it is necessary to adjust total contract amount due to big withholding taxes amount changes resulted from changing tax law and regulation variation in future, Partner shall cooperate to enter into supplementary agreement as required by Company



**4.2​** Company shall pay the Consideration according to the payment schedule below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Payment Term** | Salary (costs of labour) | **Payment Amount**  **(including on costs of ICS, fees and taxes) [rubs]** |
| 1 | 1.03.2020 | 100000 | 200000 |
| 2 | 15.03.2020 | 100000 | 200000 |
| 3 | 31.03.2020 | 100000 | 200000 |

**4.3 Tax** (Note**​：**Replace the tax terms wih local tax terms approved by local tax manageraccording with the tax negotiation results when use the template for Company ​**oversea subsidiaries**)**​**

4.3.1 All**​** Taxes levied on Partner or Company shall be borne by either Party respectively in accordance with the applicable tax laws and/or regulations. If required by the laws of Country, Company shall have the right to deduct any taxes imposed in the Country on any payment to be made by Company to Partner from Consideration on behalf of Partner. In that case, Partner shall only be paid by Company the balance after such deduction from the Consideration to Partner’s performance of the obligations under this Agreement. Upon Partner’s request, Company shall submit to Partner official taxes receipts as such.**​**

4.3.2 The**​** Partner shall issue Company withholding taxes inclusive invoice as required by the Company, and the invoice shall be confirmed by the Company**​**

4.4 Subject to the payment terms of corresponding stage specified in Section 4.2 and Tax terms in Section 4.3 of this Agreement, and upon the receipt of original invoices and Billing List, as indicated in the attached Annex C from Partner, Company shall pay Partner the payment amount in the corresponding stage by bank transfer within **【​7**​**】**​days​. Company shall have the right to delay the payment if Partner fails to promptly offer invoices and other necessary payment documents. All the expenses levied by bank in the territory of Partner or Company shall be borne by either Party respectively.

The bank information of Partner is as follow (in Russian),



**Код ОКПО**

**Полное**

**наименование**

**предприятия**

**Сокращенное**

**наименование**

**предприятия**

**Основной**

**государственный**

**регистрационный**

**номер**

**Регистрирующий**

**орган**

**Дата регистрации**

**Район**

**Код ОКАТО**

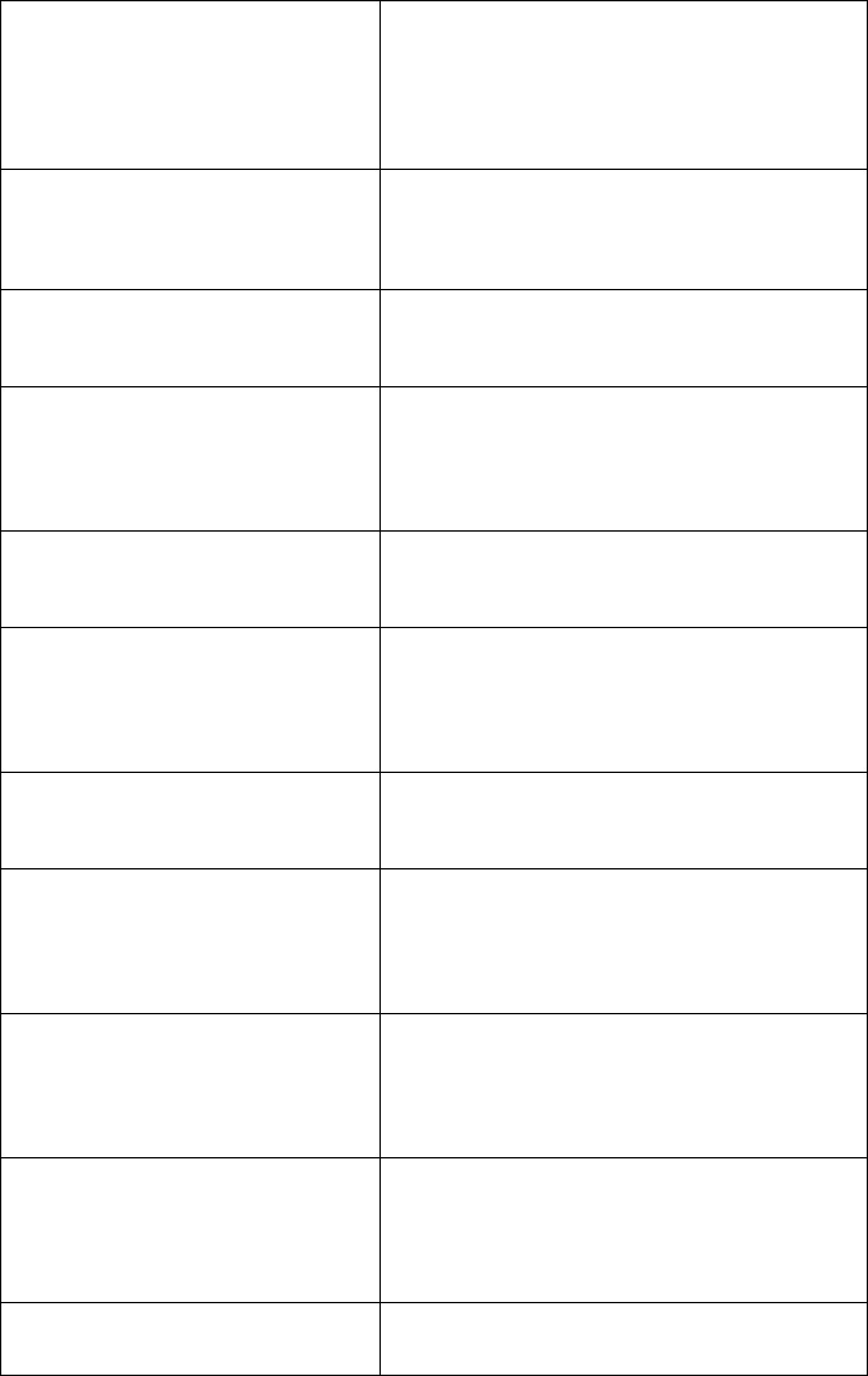
**Код ОКТМО**

**Адрес юридический**:

**индекс**, **город**,

**улица**, **дом**,

**корпус**



**Адрес почтовый**:

**индекс**, **город**, **улица**,

**дом**,

**корпус**

**Орган управления по**

**ОКОГУ**

**Код ОКОГУ**

**Основной вид**

**деятельности по**

**ОКВЭД**

**Код ОКВЭД**

**Другие виды**

**деятельности по**

**ОКВЭД**

**Их коды ОКВЭД**

**Номер по реестру**

**федерального**

**имущества**

**Процент** (%)

**федерального**

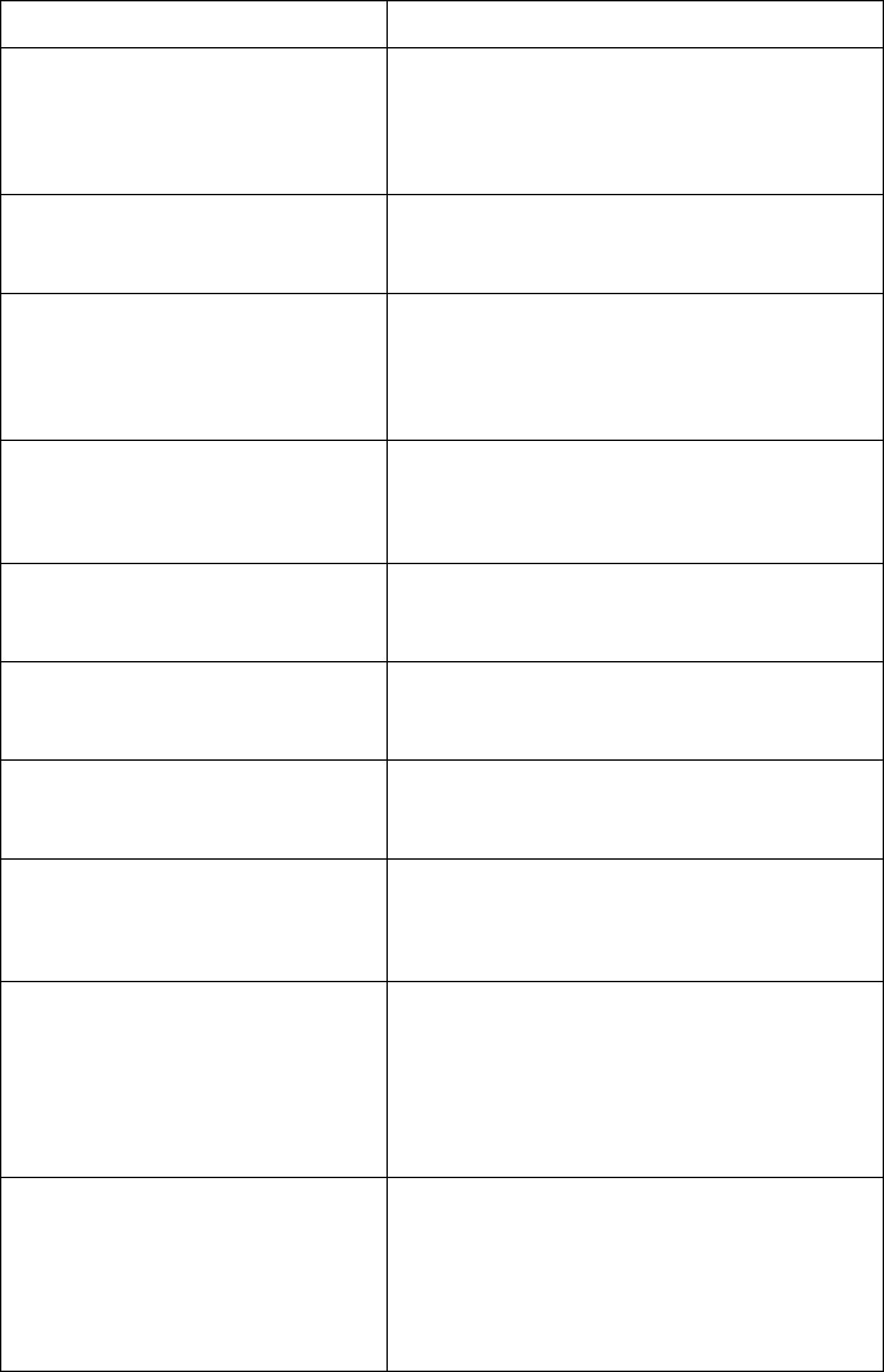
**имущества**

**Форма**

**собственности**

**предприятия**

**Код по ОКФС**



**Организационно**-**пра**

**вовая форма**

**предприятия**

**Код по ОКОПФ**

**Должность**

**руководителя**

**предприятия**

**Фамилия**, **имя**,

**отчество**

**Номер телефона**

**Главный бухгалтер**

**Номер телефона**

**Код бюджетной**

**классификации** (**КБК**)

**Код бюджетной**

**классификации** (**КБК**)

(**платежи за аренду**

**помещения**)

**Банковские**

**Реквизи**

1. In the event that Partner chooses to deliver invoices by email, invoices shall be sent to the following email address: **Company@company.com​**

**Section 5 – Staffing**

5.1 Partner shall provide Company with authentic personal information as listed below, ensure the collection of personal information on legal basis and authorize Company to use the personal information for the execution of this Agreement. Company shall use the provided personal information appropriately, protect the personal information in accordance with the applicable laws.

**5.2​**Partner shall designate fully qualified Staff listed below to undertake Development Work:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| № | **Name** | **Rank/Title** | **Duty in Development Work** | **Total Work-Time**  **(person·month)** | **Description** |
| 1 | Gevorgyan Sona | Student | Scientific leadership | 20 | Курирует построение модели и написание отчета. Следить за своевременном выполнении командой работы. |
| 2 | Guslyakova Vilena | Student | Development of mathematical models and algorithms | 20 | Занимается полностью построением модели, которую следует запрограммировать. |
| 3 | Rybakov Vladimir | Student | Programmer | 20 | Занимается визуализацией для удобного пользования. |
| 4 | Osipov Anton | Student | Programmer | 20 | Занимается созданием нейронной сети. |
| 5 | Pashkovskaya Ekaterina | Student | Analyst | 20 | Тестирует и мониторит программу. Пишет отчет по сделанной работе. |

Each Party designates its contact person listed below in charge of the liaison and coordination work during the term of this Agreement:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Contact Person of** | **​ Company** |  | **Contact Person of Partner** |
| **Name** | xxxxxxx | | |  |
| **Title** | xxxxxxx | | |  |
| **Address** | xxxxxxx | | |  |
| **Post Code** | xxxxxxx | | |  |
| **Telephone** | xxxxxxx | | |  |
| **Facsimile** | xxxxxxx | | |  |
| **E-mail** | xxxxxxx | | |  |

**5.3** Partner shall ensure the stability of Staff team. Company shall be informed of any change of Staffat least fifteen (Work**​**)**​** days in advance and consented by Company, after which Partner shall designate other staff with equivalent proficiencies to undertake Development Work, provided that such staff designated shall not be persons not employed by Partner, e.g. students, academic visitors.

**5.4** Any personnel of Partner shall comply with security and other regulations adopted by ...

when they work at the site of Company (Note:if**​** there are the specified security and other regulations

Partner shall comply with, please list here or attach the Annex)

**Section 6 –Delivery and Acceptance Test**

**6.1** Subject to Section 3.1 of this SOW, Partner shall deliver the corresponding Deliverablesto Company prior to each Delivery Date. Company shall perform Acceptance Tests according to the Specifications to the received Deliverables on the site of Company or any other places selected or approved by Company, within thirty (Work**​**)**​** days from each Delivery Date. If Acceptance Tests reveal no errors, defects or non-conformities, Company shall provide Partner with a written acceptance certificate.

**6.2** In**​** the case that Acceptance Tests performed according to Section 3.1 of the SOW forany stage does not reveal any non-conformity, Partner shall continue its Development Work in next stage.

**6.3** In the case of any non-compliance of Deliverables with the Specifications discovered inAcceptance Tests set in Section 6.1 above, Company shall send a written notice to Partner specifying such non-compliance, upon the receipt of which Partner shall, at no additional charge from Company, take all reasonable measures to correct such non-compliance and resubmit the corrected Deliverables to Company within fifteen (Work**​**)**​** days. Company shall then repeat Acceptance Tests within thirty (Work**​**)**​** days. If such further Acceptance Tests reveal no errors, defects or non-conformities, Company

shall provide Partner with a written acceptance certificate. If such further Acceptance Tests reveal any non-conformity, Company shall have the option to terminate the Agreement immediately by a written notice to Partner, or to inform Partner in writing to correct such non-compliance and resubmit the corrected Deliverables to Company within fifteen (Work**​**)**​** days. In the latter case the Partner shall, from the date of receipt of Company’s written notice until the date when Company provides Partner with a written acceptance certificate, pay 0.5% of the total amount of Consideration to

Company as liquidated damages for each day’s delay. Company shall have the right to deduct such liquidated damages from the payment.

**Section 8 – Support and Training** (This**​** section is optional**，**and applicable for the project forwhich the Support and Training is necessary)

**8.1** Partner**​** shall deliver free-of-charge support and training to Company, by which Company can make fulluse of Deliverables. Support and training shall be provided by telephone, facsimile, electronic mail, on-site support or any other means. In case of the telephone, facsimile and electronic mail consultation, support and training shall be given within three days upon receipt of requests from Company On-site support and training shall be conducted by qualified persons

designated by Partner on locations designated by Company Such persons dispatched by Partner

shall arrive at the foresaid locations within five (Work**​**)**​** days upon the requests for such support and training from Company

**8.2** During the term of the Agreement (including Guarantee Period) Partner shall provideforesaid support and training to Company**​** The date, site and content of such support and training shall be decided by amicable negotiation between Parties. The fees for support and training, if any, is subject to Section 4.1 of the SOW.

**Section 9 – Obligation to Return** (This**​** section is optional**，**and applicable for the project whichPartner shall return materials to Company)

(Applicable in the condition that Company provided materials to Partner)

**9.1** Partner shall keep the materials listed in the following table in good condition. Unlessotherwise agreed by Company, Partner shall only use the materials provided by Company for the purpose of performing its obligation in SOW. Partner shall return the materials to Company as agreed as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  | Registered Place |  |  |  |
|  |  |  | of Business and |  |  |  |
|  | Material | Quan | Principal Place |  |  |  |
| Item/Brand/Mo | of Business of | Description of | How to Return |  |
| ECCN | tity |  |
| del/Version | Code | the | Purpose/ Use |  |  |
|  |  | Company/Entity |  |  |  |
|  |  |  |  |  |  |
|  |  |  | Providing the |  |  |  |
|  |  |  | Material |  |  |  |
|  |  |  |  |  |  |  |

(Applicable in the condition that Company afford materials cost and Partner shall return the materials to Company

**9.1** Partner**​** shall return the materials to Company as agreed as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Brand** | **Model/Version** | **How to Return** |
|  |  |  |  |  |
|  |  |  |  |  |

**Section 10 – Exclusivity**

Partner understands and agrees that in the term of this Agreement and within 5**​** years**​** from the termination or expiration date, Partner shall be prevented or excluded from entering into agreements or conducting business relationships with the purpose of providing the same or similar services to any third party competitive with Company, relating to Deliverables.