

# Outsourcing Agreement

## 1. Recitals:

- 1.1. As of 01/01/2023 (Effective Date), this contract is an agreement between the two following parties, the Customer: GEGI LLC, with the following address: 1791 S Springer Rd, Mountain View, CA 94040 and the Contractor: Mikhail Guschin.
- 1.2. The Contractor is hired under said contract as a lead software developer for student information system (SIS). The parties agree to carry out the terms of this agreement as set forth herein. The following is a description of the Customer/Contractor agreement. Contractor and Customer are expected to comply with the conditions of this agreement.

## 2. Scope of Work:

The Contractor will engage in software development services of SIS based on specifications provided by the Customer.

## 3. Performance Requirements:

The Contractor agrees to the following Performance Requirements:

- 3.1. 40 hours weekly workload commitment.
- 3.2. Daily status reports.
- 3.3. Daily code commits.

## 4. Compensation:

- 4.1. The Contractor's compensation for above-described Scope of Work is \$2243.00 per month (\$12.75 per hour), payable at the beginning of the next month.
- 4.2. 84 paid time off hours per year (7 hours per month). Can accumulate up to 120 hours. Cannot be paid out.
- 4.3. 10 holidays per year. Cannot be paid out.
- 4.4. A bonus might be assigned and payable at the discretion of the Customer. The amount of bonus can be varied by the discretion of the Customer.
- 4.5. The tax would not be withdrawn from the salary. It is a responsibility of Contractor to pay all the taxes on time.

## 5. Term:

The term of this Agreement will begin on the Effective Date and will continue until canceled in accordance with provision #6 of this Agreement.

## 6. Termination of this agreement:

- 6.1. At Customer's Request: Customer can terminate this contract with 4 weeks written notice sent over email. In case of special circumstances, Customer can terminate this contract without notice, including but not limited to not meeting performance requirements.

6.2. At Contractor's Request: Contractor may terminate this contract with 4 weeks written notice sent over email.

**7. Property Rights:**

- 7.1. Customer Ownership. Upon payment in full of all amounts due to the Contractor, (i) the Customer shall be deemed to be the owner of all proprietary rights, including but not limited to intellectual property, copyrights, related to the Deliverables, with unlimited and unrestricted powers (ii) all works created by the Contractor shall be deemed "works made for hire" as defined under the United States Copyright Act, and cannot be reused without proper license granted in writing by Customer or successors (iii) Customer shall be deemed the owner of the Deliverables and all copyrights thereunder, and (iv) Contractor shall execute any and all assignments, certificates of ownership, confirmations of copyright ownership, copyright applications, and other items reasonably requested by the Customer to secure and confirm the Customer's ownership of the Deliverables.
- 7.2. Pre-Existing Works. In the event that the Deliverables include any pre-existing works created by the Contractor or any other party, the Contractor hereby grants, and shall arrange for applicable third parties to grant, a perpetual, royalty-free license to use such pre-existing works in connection with the Deliverables.
- 7.3. Infringement on Third Party Rights. The Contractor agrees to use reasonable diligence to avoid infringement on the proprietary rights of any third party in the performance of the creation of Deliverables. The Contractor agrees that all aspects of the Deliverables shall be original works of creation and shall not use, in whole or in part, any work created by any other party, except, where specifically disclosed by the Contractor to the Customer and where a license to use such items is obtained for the benefit of the Customer. All such licenses shall be royalty-free, perpetual, worldwide licenses, sufficient in scope to permit Customer's full use and enjoyment of the Deliverables, except where specifically agreed in writing by the Customer.
- 7.4. Inventions. The parties intend that all inventions and creations developed by Contractor in the course of the development project, conditioned on full and complete payment of all amounts due to Contractor hereunder, shall be the property of the Customer and not the Contractor. For purposes of this Agreement, Inventions shall mean and include any and all ideas, concepts, discoveries, designs, improvements, and creations, regardless of whether the same are patentable or protected under any Federal or State law, rule or regulation or under the common law of any state, or under International law. Upon payment in full of all amounts due hereunder, Contractor agrees to execute and assignment or other document reasonable requested by the Customer in order to assign and convey all Inventions arising from the development project to the Customer.
- 7.5. Customer Properties. As between Contractor and Customer, Customer will at all times be and remain the sole and exclusive owner of any documents or other tangible or intellectual property ("Customer Properties") provided by Customer to Contractor under this Agreement.

7.6. Contractor should maintain legal partnerships between all his employees performing software development for Customer and Contractor; Those partnerships need to explicitly state code ownership and distribution model.

**8. Confidentiality:**

The Contractor agrees to hold confidential any information belonging to or pertaining to the Customer. Contractor staff who are exposed to such data should sign an agreement to keep such information confidential. Failure to maintain confidentiality shall be considered a breach of contract.

**9. Representations and warranties of the Contractor:**

- 9.1. Performance. Contractor represents and warrants that service hereunder shall be performed in a workmanlike manner consistent with industry standards, that all Deliverables shall function substantially in compliance with agreed specifications, and that its shall perform all development tasks in compliance with all applicable state, federal and local laws, rules and regulations.
- 9.2. Pre-Existing Works. Contractor represents and warrants that Customer, upon payment in full of all amounts due hereunder, shall have a perpetual, royalty-free, worldwide license to use and pre-existing works, whether developed by the Contractor or by and other party, which are used in connection with the Deliverables.

**10. Dispute Resolution:**

Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

**11. Governing Law, Jurisdiction and Venue:**

This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of the State of California, USA, excluding its choice of law principles.

I have read and understood the Agreement and hereby agree to abide by it.

**Contractor:**

Full Name: Mikhail Guschin

Address: ul. Parkhomenko, d. 58, korp. 2, kv. 312, g. Taganrog, obl. Rostovskaya, Russian Federation

Date: 12/29/2022      Signature: 

**Customer:**

GEGI LLC  
1791 S Springer Rd  
Mountain View, CA 94040

Full Name: Vitaly Golban

Date: 12/29/2022      Signature: 