



Oxalis Community Founding Meeting

(Digital meeting)
November 19th 2020, Online

Background Document for Voting Item 2

The Oxalis Community Provisions

Last updated 16. November 2020

Oxalis Community
c/o NorStella, Bondistranda 43, box 70
1371 Asker, Norway

Table of Contents

1	Introduction to Voting item 2: The Oxalis Community Provisions	2
2	Background and purpose	2
2.1	Retrospective 2020	2
2.2	Purpose	2
3	Key principles and wording	3
3.1	Key principles for drafting of the Provisions	3
3.2	Wording	3
4	Contents of The Oxalis Community Provisions	4
4.1	Section I: Registered Office and Lifespan	4
4.2	Section II: Purposes of the Oxalis Community	4
4.3	Section III. Membership Criteria, Subscriptions, Withdrawal, Liability, Intellectual Property Rights	4
4.3.1	Membership criteria	4
4.3.2	Categories of Members – Subscription fees	4
4.3.3	Intellectual Property Rights (IPR)	5
4.4	Section IV. Organisational Structure	5
4.4.1	Election procedures	5
4.4.2	Decision-making procedures and escalation	5
4.5	The Constitutional Meeting	5
4.6	The Oxalis Management	6
4.7	NorStella	6
4.8	Fiscal Year, Financial Management and Language	6
4.9	Dissolution and Liquidation	6
5	Voting item 2 – The Oxalis Community Provisions	6

1 Introduction to Voting item 2: The Oxalis Community Provisions

At the founding meeting for the Oxalis Community on November 19th, 2020 members with voting rights are kindly requested to approve the Oxalis Community Provisions.

This background document provides the following main parts:

- Background and purpose
- Central principles and wording
- Voting item 2 - approval of the Oxalis Community Provisions (chapter 5 of this document).

2 Background and purpose

2.1 Retrospective 2020

In the first half of 2020 the Norwegian Digitalisation Agency decided to end all activities related to maintenance and further development of the Oxalis Software by September 1st 2020. The ownership and leadership for the Oxalis Software was transferred to NorStella, in order to ensure the maintenance and continued development of the Oxalis Software.

The primary purpose for founding an Oxalis Community is to establish a not-for-profit platform for the continued maintenance of the Oxalis open source software. A platform solid enough to ensure high quality and professionalism in the software development going forward – and with sufficient focus on Peppol requirements and new developments to ensure Peppol compliant ready-to-use software going forward.

2.2 Purpose

The purpose of the Oxalis Community Provisions is to regulate a sustainable and transparent community who is willing to take responsibility for outlining the strategy and securing funding for the continued maintenance and development of the Oxalis Software.

The Oxalis Community Provisions will provide:

- The framework for community governance, as an independent activity under the neutral not-for-profit foundation NorStella.
- A lasting and predictable governance framework in a dynamic- and constantly growing community.

This document lays out the key Provision principles - including their underlying rationale.

3 Key principles and wording

3.1 Key principles for drafting of the Provisions

Provisions are drafted based on two distinct priorities;

- To provide a governance structure: a sustainable and scalable framework for future governance of both the Oxalis Community and the Oxalis Software.
- To reflect the agreed terms and conditions¹ agreed in the Document of Understanding, signed October 13th 2020 (by DFØ² and NorStella).

Key principles and delimitations for drafting the Provisions include:

- The Provisions provide a Governance Model, not an organization. As such, these Provisions regulate the distribution of responsibilities between the main Oxalis Community bodies, not the actual organizational structure.
- The Provisions are focused on the Oxalis Community, and not on the various tasks to be solved by NorStella
- As the Oxalis Community's organizational structure can- and will be changed over time, the drafting of Provisions has been deliberately chosen as designation for organizational units, instead of specific terms or names.
- For the same reasons, the specific implementation of these Provisions is not described. Such descriptions should be found elsewhere, for instance in business plans, and should be updated independently.
- The Oxalis Community is not a legal entity, but a community under the existing not-for-profit foundation NorStella.

3.2 Wording

Based on the priorities and principles above, the Provisions implement specific wording. The below table contains examples of wording chosen for the drafting of these Provisions. The table is not exhaustive.

Provisions; general terms	Governance model and work plan; specific terms
Oxalis Management	The Oxalis Community Management Team
Operational unit	The Oxalis Operational Office
Members with voting rights	Gold members

¹ [Document of Understanding](#)

² The responsibilities and ownership were transferred from The Norwegian Digitalisation Agency to DFØ on September 1st 2020 – before DFØ transferred the Oxalis Software to NorStella.

4 Contents of The Oxalis Community Provisions

This section explains the content and rationale for all sections of the Oxalis Community Provisions.

4.1 Section I: Registered Office and Lifespan

This section satisfies the legal formalities and specifies legal entity and registered office. The Document of Understanding requires that the responsibility for the Oxalis Software is assumed by a legal entity.

4.2 Section II: Purposes of the Oxalis Community

This section satisfies several requirements from the Document of Understanding:

- Organisation based on not-for-profit principles
- Govern sustainability
- Defining a roadmap for the Oxalis Software.

It also describes the Oxalis Community's role as a:

- Funding mechanism
- Platform for user-driven development of the Oxalis Software.

4.3 Section III. Membership Criteria, Subscriptions, Withdrawal, Liability, Intellectual Property Rights

4.3.1 Membership criteria

Membership with voting rights is limited to Oxalis implementers offering Peppol-based and Peppol-compliant services in one or more Peppol domains. The rationale behind this limitation is to ensure that the Oxalis Software is managed and developed in a way that is in the users' interest. This section satisfies requirements in the Document of Understanding for user-driven development of Oxalis.

A minimum of 10 gold members will ensure a minimum level of capabilities in the Oxalis Community, and it satisfies the associated requirement included the Document of Understanding.

4.3.2 Categories of Members – Subscription fees

Members are required to pay a registration fee and an annual subscription fee - both of which support the purpose and activities in the Oxalis Community. The subscription fee levels are decided by Oxalis Management annually and provides the budget framework within which the Oxalis Community can operate.

4.3.3 Intellectual Property Rights (IPR)

This article specifies licensing rules as European Union Public License (EURL) and/or the Mozilla Public License (MPL) open-source software license, which is in line with both the current licensing rules and satisfy specific requirements in the Document of Understanding.

In addition, the article regulates intellectual property rights for contributions from the Oxalis Community members, and regulates reproduction, distribution and display of derivative works and the use of third-party materials.

4.4 Section IV. Organisational Structure

This section describes the three main governance areas for the Oxalis Community, placing responsibility in the governing bodies of the annual Constitutional Meeting, the Oxalis Management and NorStella. The detailed governance will be determined by the Oxalis Management.

As the Oxalis Community's organizational structure can- and will be changed over time, the Provisions deliberately use general terms as designation for organizational units, instead of specific terms or names.

4.4.1 Election procedures

This article limits candidacies to formally elected role in the Oxalis Community to persons representing members with voting rights. The purpose is to ensure that the Oxalis Management has the necessary powers to lead both the direction and the activities in the Oxalis Community.

4.4.2 Decision-making procedures and escalation

This article stipulate that decisions should be made through consensus by members with voting rights. If consensus is not possible, the Chair or two members in an elected Oxalis Community body can escalate a decision for a majority vote. If it is not possible for this Oxalis Community body to decide, the decision shall be escalated to the Constitutional Meeting.

The purpose of these articles is to establish mechanisms that ensure that decisions are made, and that the Oxalis Community is governed by the members. This article satisfies related requirements in the Document of Understanding.

4.5 The Constitutional Meeting

The annual Constitutional meeting is the supreme power of the Oxalis Community, holding all powers preserved in the Provisions. The Constitutional Meeting has the power to modify the Provisions, elect- or dismiss members of the Oxalis Management, approve activities, budgets and accounts – and to dissolve the Oxalis Community.

The Constitutional Meeting meets at least once per year. The frequency is decided by the Oxalis Community Management Team, or when a meeting is requested by more than 50% of the members with voting rights.

Decisions on agenda items are made by unanimity, or if unanimity cannot be reached, by a majority vote. Modification of the Provisions, or dissolution of the Oxalis Community requires a quorum of more than 50%.

Members, which are organisations, appoint a representative to attend the Constitutional Meeting. All Members with voting rights hold one vote, which can be delegated to other members by written proof of appointment. One single member cannot, however, represent more than 1/3 of total votes in any meeting.

4.6 The Oxalis Management

The Oxalis Community Management Team is the highest authority in the time periods between the Constitutional Meetings, acting as the strategic governance body and Oxalis Product Owner. The Oxalis Community Management Team is composed of 3 – 9 members, elected by the Constitutional Meeting.

Decisions are made by unanimity, or if unanimity cannot be reached, by a majority vote on an agenda item raised by the Management Team.

4.7 NorStella

NorStella acts as the legal- and operational governance body, accountable to the Constitutional Meeting. NorStella is responsible for operational governance, assigning resources for development, support and day-to-day operation, change- and release management, administrative- and financial support.

4.8 Fiscal Year, Financial Management and Language

The fiscal year follows the calendar year, NorStella acts as treasurer and provides the Oxalis Community with financial support services. The working language is English.

4.9 Dissolution and Liquidation

Only the Constitutional Meeting has powers to dissolve the Oxalis Community. Such dissolving of the Oxalis Community requires that a notice of intent to dissolve is distributed to members more than 120 days prior to a Constitutional Meeting. In case of dissolution, remaining financial assets after the settlement of debts will be transferred to NorStella.

5 Voting item 2 – The Oxalis Community Provisions

Members with voting rights at the founding meeting for the Oxalis Community on November 19th 2020 are asked to approve [The Oxalis Community Provisions](#).