



Oxalis handover agreement

(Document of Understanding)

This agreement describes the terms and conditions for handing over ownership of the Oxalis software from The Norwegian Agency for Public and Financial Management (DFØ) to an Oxalis community led by NorStella.

Parties relevant for this agreement:

- *The Norwegian Digitalisation Agency¹*:
A public agency responsible for development and maintenance of Oxalis (until 31/08 2020)
- *The Norwegian Agency for Public and Financial Management (DFØ)²*:
A public agency responsible for digitalization of the public procurement processes in Norway, and the Norwegian Peppol Authority. DFØ is the owner of Oxalis³ (from 1/9-2020 until the handover of the IPR has been finalized)
- *NorStella⁴*:
A Norwegian not-for profit foundation and a neutral meeting place who actively contributes to increased interaction across industries, sectors and professions. Driver of the Oxalis Community and, on behalf of the Oxalis Community, owner of Oxalis after the handover process has been completed.
- *The Oxalis Community*:
A decision making body for support and maintenance of the Oxalis software after handover. (The Oxalis Community will be formally established during the handover process.
- *OpenPeppol⁵*:
A Belgian not-for-profit international association that integrates business processes by standardising the way information is structured and exchanged. OpenPeppol is a democratic, member-led organisation, consisting of public and private sector members.

Subject in scope for the Oxalis handover

Oxalis is used to implement a Peppol access point (AP). It can be used as a complete standalone Peppol access point solution - or as an API component.

¹ www.digdir.no/om-oss/about-norwegian-digitalisation-agency/887

² www.dfo.no/english

³ The Department for Public Procurement was transferred from the Norwegian Digitalisation Agency September 1st 2020 as part of an administrative reorganization of the state administration.

⁴ www.NorStella.no

⁵ www.peppol.eu

Oxalis include:

- Oxalis Basis: component based on the AS2 exchange protocol
- AS4 Plug-in
- A set of Peppol compliant building blocks.

As a result, the handover of ownership of the Oxalis sample software includes handing over:

- Ownership of Oxalis Basis & Oxalis AS4 Plugin, including the responsibility for keeping them publicly available for download and use.
- Ownership of the following GitHub repositories (containing the Oxalis source code), including the responsibility to facilitate the Oxalis Community in governing, maintaining and further developing the source code as open source software:
 - <https://github.com/OxalisCommunity/oxalis>
Repository for maintenance and further development of the Oxalis basis software. This is a public repository providing open access to source code, issue list, changelog etc.
 - <https://github.com/OxalisCommunity/Oxalis-AS4>
Repository for maintenance and further development of the Oxalis AS4 Plug-in. This is a public repository providing open access to source code, issue list, changelog etc.
 - <https://github.com/OxalisCommunity/vefa-peppol>
Repository for maintenance and further development of Peppol specific building blocks used in the Oxalis Basis software and in other open source software products⁶. This is a public repository providing open access to source code, issue list, changelog etc. The repository is used by other open source code developers as well.
 - <https://github.com/OxalisCommunity/oxalis-as4-confomancetest>
Repository used to conformance test the Oxalis AS4 plug-in during development. This is an internal (hidden) repository available only for the core team maintaining the Oxalis AS4 plug-in.
- Leadership of an activated community of Oxalis implementers, including the responsibility to formalize this community as the decision-making body for governance, support and maintenance of the Oxalis software.
 - List of known implementers
 - List of implementers that have joined the informal Oxalis Community

⁶ Amongst other the European Commission are using the elements in this repository in order to ensure Peppol compliance of their Domibus solution (<https://ec.europa.eu/cefdigital/wiki/display/CEFDIGITAL/Domibus>).



- An established reference group/advisory board, including 3 leading APs
- Access to results of initial surveys conducted amongst the Oxalis implementers
- Responsibility for hosting and supporting the Oxalis Community driven activities related to maintenance and further development of the sample software – with the primary focus on ensuring Peppol compliance going forward.

Background and motivation for the Oxalis handover:

In 2020, the Norwegian Digitalisation Agency decided to end all activities related to maintenance and the further development of Oxalis components - no later than September 1st 2020. It was therefore decided to transfer ownership of the software to an open source community who is both able and willing to take responsibility for governing the maintenance and further development of the software.

NorStella has stated their interest in facilitating the establishment such a community as part of their association, and to take over ownership and responsibility for governance and future development of the Oxalis software on behalf of such community.

The current Oxalis owner's primary goal for the handover is to establish the optimal basis for a nondisruptive continuation of maintenance of Oxalis as open source components - and the timely development of any new components needed in order to ensure Peppol compliance.

As a result, the Oxalis Community led by NorStella, need to establish the basis for governing and the further development of the software during the fourth quarter in 2020⁷ - and to be in active operation no later than January 1st 2021.

The history of ownership

The sample software was original developed on behalf of the Norwegian Agency for Public Management and eGovernment (Difi) by Steinar Overbeck Cook, [SendRegning](#), in order to support the implementation of the Peppol infrastructure. It was thereafter governed by the Difi for further governance and maintainability, and as a result Difi continued to develop the software components according to the changing requirements of OpenPeppol.

When Difi was merged into the Norwegian Digitalisation Agency on January 1st, 2020, it was decided to discontinue the development of Oxalis. The ownership was temporarily kept by the Norwegian Digitalisation Agency, and the effort of establishing an open source community was initiated. When the Department for Public Procurement was transferred from the Norwegian Digitalisation Agency to DFØ September 1st, 2020 - the ownership of Oxalis followed⁸ along (to the department to DFØ).

By taking over the ownership of Oxalis NorStella is taking over the full responsibility for facilitating (hosting and supporting) all community driven activities related to the

⁷ Please see the Handover plans as laid out by NorStella in [NorStella Oxalis Presentation.ppt]

⁸ Due to the fact that the details for handing over ownership to a new Oxalis Community was not finalized.



maintenance and further development of the sample software – ensuring Peppol compliance going forward.

Terms and condition for the handover

The establishment of a formal Oxalis Community is a precondition for obtaining ownership of Oxalis and requires the development of an organisational and operational ruleset, as well as a member structure and a budget.

This process has no formalistic governance structure, decision making principles or economic backing. The process is led by NorStella and runs from 1.8 2020 until 31.12 2020 – (hereafter referred to as the interim period).

The handover of Oxalis sample software is an integrated part of this process and the formal handover of IPR, source code and Github responsibility will take place when:

1. This agreement (DoU) is signed
2. A technical expert is available and able to act as Github administrator on behalf of the new owner.

The key requirements for handing over the ownership of the Oxalis sample software is that:

1. NorStella is committed to facilitate the establishment of an Oxalis community who is both willing and able to take responsibility for governing the maintenance and further development of the Oxalis software.
Please find a list of core requirements to the community structure listed below.
2. The Oxalis software handed over is to be maintained and further developed under existing licensee rules:
 - a. LGPL3.0 [https://tldrlegal.com/license/gnu-lesser-general-public-license-v3-\(lgpl-3\)](https://tldrlegal.com/license/gnu-lesser-general-public-license-v3-(lgpl-3))
 - b. EUPL1.1 <https://tldrlegal.com/license/european-union-public-licence>
3. Maintenance and development activities are organized as open source development governed by the Oxalis Community members.
Please find a list of core requirements related to development activities below.
4. Peppol compliance will be the core focus for the maintenance and further development of the handed over software components.
Please find a list of core requirements related to Peppol compliance listed below.
5. There is no economic transaction related to the handover of the Oxalis sample software. The ownership is transferred free of charge and without any kind of economic compensation.





6. DFØ and NorStella will both participate actively in establishing the Oxalis Community in order to ensure fulfilment of agreed scope, target, level of ambitions and deadlines⁹.

Community related Requirements

Governance principles such as the Oxalis Community mandate, decision structures, strategic roadmaps etc. are to be defined in collaboration with representatives from the Oxalis Community and approved at the statutory meeting of the Oxalis Community.

The statutory requirements in order to hand over the Oxalis software to the Oxalis Community are listed below:

1. Organised according to democratic non-for-profit principles and established as an independent/autonomous part of the NorStella association with independent budgets.
2. Mandated to govern sustainability and define the roadmap for Oxalis going forward
3. Focusing on the need of implementors of Oxalis; but can also be open for companies interested in:
 - a. Developing Oxalis functionality in a separate development environment (payable option)
 - b. Providing assistance to Oxalis implementers (expert consultancy – as a payable option)
 - c. Providing support to Oxalis implementers (payable option)
 - d. Developing add-ons to the current software solution (payable option)
 - e. Providing D2D (day-to-day) support and issue handling to other Oxalis implementers (payable option).
4. Member of OpenPeppol as observers, registered as participant in the e-delivery community.

When fully established the Oxalis Community is expected to operate according to a set of Oxalis Community statutes or ruleset, a governance strategy and strategic roadmap for sustainability of the software.

⁹ Details of this engagement is described in Appendix A; Details of Engagement from DFØ & NorStella. This appendix covers a confidential agreement between DFØ and NorStella and is not available for members of the Oxalis Community or any other external parties.

Key requirements related to development activities in general

The key requirements to the organization of development activities are that:

- The development organization is operating according to open source principles
- The software is developed under a strict change- and release management regime
- The GitHub repositories handed over are managed and continued high quality standards is assured by a technical expert assigned specifically to this task.
- Reference to the source code is included in all future development and alteration of the software being handed over.
- Change requests from implementers are evaluated according to the common needs of the Oxalis Community and Peppol compliance.

Key requirements related to Peppol Compliance

The key requirements related to Peppol compliance is that:

- The Oxalis basis software and AS4 plug-in are maintained proactively in order to ensure that they continue to be Peppol compliant¹⁰.
- The Peppol compliance is maintained proactively, preferable according to a first mover attitude¹¹.
- Maintenance and further development of the library of Peppol specific building blocks are continued, and kept open for other software implementers, such as the European commission.

Exit clauses:

The exit clauses relevant for this agreement relates to the following topics:

- Ownership status and responsibilities in cases of breach
- Exit criteria and fallback mechanisms.

Ownership status and responsibilities in cases of breach

In cases of breach relating to NorStella's ownership of- and responsibility for Oxalis as described in this agreement, the situation will be handled as follows:

¹⁰ This responsibility includes implementing changes when an alteration of a specification is formally announced by OpenPeppol as an approved and planned changed in line with the Change Management rules in OpenPeppol.

¹¹ This responsibility includes ensuring that the VEFA-Peppol GitHub library, as well as the Oxalis Basis and AS4 software are updated as soon as practically possible when changes are formally introduced by Peppol.



- Ownership of Oxalis will automatically “go back” to DFØ, without any kind of compensation.
- All editorial rights to the Oxalis content (software and documentation on GitHub) will be handed over to DFØ, without any kind of compensation.
- DFØ is not required to continue any of the activities that have been initiated by NorStella or the Oxalis Community
- DFØ can freely handover Oxalis ownership to any 3rd party vendor, without consulting the Oxalis Community established under the leadership of NorStella.

In cases of breach of this agreement by DFØ, NorStella can give back to DFØ the ownership of- and responsibility for Oxalis as described in this agreement. Should NorStella, however, decide to continue the process of establishing an Oxalis community, despite the lack of support and engagement from DFØ, they will no longer be bound by the content of this agreement.

Exit criteria and fallback mechanisms

For NorStella - the agreed exit criteria are as follows:

1. Insufficient support from the Oxalis implementers
2. Insufficient funds to run operation.

Should the minimum requirements listed above (and further detailed below) not be achieved, the following will happen:

- NorStella has the possibility to withdraw their offer to facilitate the establishment of an Oxalis community (who will be responsible for the maintenance and continued software development of the Oxalis software).
- The ownership of the Oxalis software and the material handed over to NorStella will be handed back to DFØ - together with any material produced during the preparation of the community establishment.
- DFØ will not be required to maintain collaboration with the Oxalis Community or to continue the community-building process
- DFØ will not be required to continue the community-building process, and is free to:
 - Either sunset the Oxalis software or,
 - To handover the software rights and supporting documentation to any other non-profit organisation - or a commercial vendor of choice.

AD 1) Insufficient support from the Oxalis implementers

As the support of Oxalis implementers is a critical success factor for the establishment of a vivid and well-functioning community - NorStella has a minimum requirement for the number of members actively committed to the Oxalis Community.

NorStella is committed to facilitate the establishment- and operation of the Oxalis Community, as well as the maintenance and further development of the Oxalis software – provided that a minimum of 10 organisations subscribe as gold members¹² in the Oxalis Community.

AD 2) Insufficient funds to run operation

The single source of income in the Oxalis Community will be membership fees paid by the members. Should the prospect of incoming funds in 2021 not be sufficient to run a minimum level of operation, NorStella is entitled to annul/exit this agreement immediately and without any advance notice.

This exit criterion will take effect if the total amount invoiced (to subscribed members) during January 2021 is less than 50.000€ (excluding VAT).

For DFØ - the agreed exit criteria are as follows:

3. The establishment of an Oxalis community fails
4. The Oxalis Community, facilitated by NorStella, fails to assign a technical expert¹³
5. Establishment of routines for software development fails

Should the minimum requirements listed above (and further detailed below) not be achieved, the following will happen:

- DFØ holds the right to annul this agreement without any advance notice.
- The ownership of both the Oxalis software and the material handed over will be handed back to DFØ - together with any material produced during the preparation of the community establishment.
- DFØ will not be required to maintain collaboration with the Oxalis Community or to continue the community-building process
- DFØ is free to:
 - either sunset the Oxalis software or,
 - To handover the software rights and supporting documentation to any other non-profit organisation - or a commercial vendor of choice.

AD 3) The establishment of an Oxalis community fails

DFØ believes that the existence of an Oxalis community is a critical success factor – because a community driven approach is considered optimal for ensuring that the Oxalis software

¹² On- or before the founding meeting in November 2020.

¹³ To Quality assure the Oxalis software, organize the development process and administer the GitHub access.





development is based on user requirements and open source principles. DFØ therefore holds the right to exit this agreement, should NorStella fail to formally establish an Oxalis community by the end of 2020.

This exit criterion will take effect if the community has not been established formally at a founding meeting by:

- Approval of community ruleset/statutes
- Election of- or appointing a Change Management Board
- Approval of a 2021 workplan and budget.

If no founding meeting has been conducted by NorStella before December 31st, 2020, DFØ therefore has the right to annul this agreement without any notice taking back ownership of the software.

AD 4) The Oxalis Community, facilitated by NorStella, fails to assign a technical expert

DFØ find it essential that the software handed over is well protected from the unintended consequences of implementation of changes not firmly evaluated in matter of software related quality impact and consequences.

As a result, the ownership of the Oxalis software cannot be handed over to the Oxalis Community led by NorStella until a capable¹⁴ technical expert has been assigned or appointed.

This exit criterion will take effect if a capable technical expert (and GitHub administrator) is not in place for handover of responsibility by December 1st, 2020.

AD 5) Establishment of routines for software development fails

The implementation of robust routines for software development, test and quality assurance is a critical success factor for ensuring proper maintenance and high-quality software development of the Oxalis source code.

This exit criterion will take effect if the Oxalis Community fail to agree on a set of strategic ground rules and high-level procedures for development and maintenance of software components by February 28th, 2021.

This agreement is effective when it is signed by both parties.

¹⁴ To be able to take full responsibility for the GitHub repositories and the quality assurance of software changes, the technical resource needs knowledge- and experience in GitHub administration, open source development principles and Software Quality Assurance.



Oslo, 13-10-2020

Jon Arve Risan

NorStella

A handwritten signature in blue ink, appearing to read "André Hoddevik".

André Hoddevik

The Norwegian Agency for Public
and Financial Management

Appendix:

1. Details of Engagement from DFØ & NorStella (Confidential)
2. NorStella Oxalis 20200828.pptx (establishment plan dated August 28th, 2020)