



The Oxalis Community

Provisions

Last updated November 2nd 2020

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

Section I. Designation, Registered Office and Lifespan of the Community

Article 1. Designation

The Oxalis Community is a designation by the name “The Oxalis Community”.

Article 2. Registered Office

The Registered Office of The Oxalis Community is:

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

The Registered Office may be moved to any other location by the decision of The Oxalis Community Constitutional Meeting.

Article 3. Lifespan

The Oxalis Community is set up for an undefined period. It can be dissolved at any time by the decision of a qualified majority of 75% or more of members with voting rights in a Constitutional Meeting, or by a unilateral decision by NorStella in a situation where there is insufficient funding for The Oxalis Community driven software development.

Section II. Purposes of The Oxalis Community

Article 4. Purpose of the community

The Oxalis Community members provides funding and governance of The Oxalis Community, to provide benefits for all Oxalis users.

The Oxalis Community is a not-for-profit community, and any margin of profit generated will be re-invested in activities to further support the purposes of the community.

The purpose of The Oxalis Community is to fund and define the direction and strategy for further development of the Oxalis software;

- By continually managing the Oxalis product strategy
- By continually managing the Oxalis Roadmap

- By managing and organising The Oxalis Community activities
- By continually managing and prioritizing software requirements from the Oxalis implementers

The Oxalis Community will be allowed to initiate or participate in all other types of lawful activity that can support the fulfilment of its Mission, provided that the objectives of such initiatives are in line with its own Purposes.

Section III. Membership Criteria, Subscriptions, Withdrawal, Liability, Intellectual Property Rights (IPR)

Article 5. Membership Criteria - Rights and Obligations

Membership in The Oxalis Community is open to the following categories of organisations:

- Membership types with voting rights: Oxalis implementers offering Peppol-based and Peppol-compliant services, in one or more Peppol domains.
- Membership types without voting rights: open to all types of organisations.

Preconditions for membership in The Oxalis Community are listed below:

- An organisation shall accept these Provisions
- Organisations who are legal entities must also have a separate legal personality - and not having been declared bankrupt or wound up by a competent Court or other instance.
- Persons or entities who have been convicted for taking part in criminal organisations, or for criminal acts like corruption, fraud, money laundering and who in general fail to respect moral integrity criteria, as well as fail to respect financial stability criteria, cannot be members of The Oxalis Community.

There is no maximum number of members, but a minimum number of members has been set to ten separate, non-affiliated entities with voting rights.

The criteria and conditions for membership are set out in these Provisions. Material evidence and/or self-declarations required to verify eligibility under the above categories will be set out by NorStella.

The criteria for membership in The Oxalis Community may vary over time - and will be decided by the Constitutional Meeting.

Members of The Oxalis Community will be expected to participate, on a voluntary basis, in the activities of the Community, which may be set up by decisions of the Constitutional Meeting, the Oxalis Management or requested by NorStella.

Applications for membership shall be made on the prescribed form and can be made at any time.

NorStella shall have the power to decide on the admission of applicants, without any requirement for motivation of the decision made.

Article 6. Categories of Members – Subscription fees

Members of The Oxalis Community are required to pay a registration fee and an annual subscription fee to support the purposes and activities of the Community.

- All members with voting rights enjoy the same rights.
- Members without voting rights do not have the right to submit candidates for election or be elected to any position. However, to indicate differences in membership categories and for the purpose of calculating the annual subscription fee, each member subscribes to one or more of the membership categories, depending upon the membership criteria under which the respective member has been admitted to the Community.

Members will be bound by the subscription fee obligations applicable to each category on a cumulative basis. The criteria for determining and applying different fee levels, the amount of the subscription fee for each category, the dates of the year to which fees apply, and the payment terms shall be determined by the Oxalis Management.

Article 7. Withdrawal and Disqualification from Membership

Membership may be terminated in the following cases:

- a. Voluntary withdrawal of a member from the Community;
- b. Disqualification of a member by the Community in case of: (i) material violation of these Provisions when a member acts against the aims and interest of the community; (ii) non-payment of the membership fee within 3 months after the due date; (iii) material change in the nature, structure or purpose of a member so that the requirements for membership are no longer met.

In accordance with case a) above, any member may withdraw from The Oxalis Community by giving a minimum of 1 month notice of an intention to terminate membership in writing to the Community.

In accordance with case b) above, the disqualification of any member shall require a formal decision by NorStella in consultation with Oxalis Management.

Members who have withdrawn-, or who have submitted a written intention to withdraw-, or who are in any way disqualified from the rights of membership by the Oxalis Management - shall not be entitled to claim any compensation or refund of any fee paid.

Article 8. Liability

The liability of The Oxalis Community members extends only to the settlement of their own annual membership subscription fees. Members shall not be held individually- or jointly liable for any obligations incurred by the Community.

Members who have given notice of their intention to withdraw may, for the period of that notice, remain liable for payment of their annual subscriptions, but their liability for payment of the annual subscription for any calendar year subsequent to the calendar year in which their notice was given shall not under any circumstances exceed the amount of the annual subscription in the calendar year in which their notice was given.

Article 9. Intellectual Property Rights (IPR)

The copyright ownership of any contributions made by a member shall remain with such member - subject to a license being granted to NorStella to reproduce, display and prepare derivative works of such contributions. The license shall also give NorStella the right to publish and distribute said contributions and derivative works in accordance with the principles set forth in the third paragraph below and to provide relevant parts of the contributions to standardisation organisations for further processing and distribution/publishing.

No patent licenses are required from the members nor granted by NorStella except if required under the third paragraph below. By contributing any material related to the development of Oxalis, the member represents and warrants to NorStella that the contributing member is legally entitled to grant the license set forth above and will not intentionally include any third-party materials in any contribution. In all other respects the contributions are provided "as is." The entire risk as to implementing or otherwise using the contribution or specification is assumed by the implementer and user.

Unless otherwise agreed (between NorStella and the members) on a case by case basis, any and all software components submitted to Oxalis or distributed as part of Oxalis shall be subject to the European Union Public License (EUPL) and/or the Mozilla Public License (MPL) open source software license. Guidance material, informative texts and other written documentation created by members and published by NorStella, shall be licensed under Creative Commons BY-NC-ND license in accordance with the principles of openness and transparency of ownership and use.

Further details regarding contributions and publications for The Oxalis Community, including applicable versions of the above-mentioned licenses, will be set out by NorStella.

Section IV. Organisational Structure

Article 10. The Oxalis Community eco-system

The Oxalis Community eco-system is based on three governance areas:

- The strategic governance will be handled in- and by The Oxalis Community - and will focus on identification and the prioritization of requirements to the Oxalis software.
- The operational governance will be handled by NorStella, via delegation to an operational unit, assigned by NorStella. The operational governance focus on daily operations, software development, change and release management, quality assurance, etc.
- The legal governance is handled by NorStella as part of the daily operation of the foundation, and focuses on IPR protection, membership management, accounting and budget control, contracting and assignment of resources, etc.

Article 11. Structure and Governance

The Oxalis Community operates as an independent community under the not-for-profit foundation NorStella.

To support Article 10, the governance of The Oxalis Community consists of the following bodies:

- Constitutional Meeting (Section V)
- The Oxalis Management (Section VI)
- NorStella (Section VII)

The Constitutional Meeting appoints the members of the Oxalis Management, which is a compulsory body. The Oxalis Management will, at its sole discretion, determine the detailed governance of the Community activities.

Article 12. Election procedures

Any person representing a member of The Oxalis Community with voting rights may be elected to any role in a body of The Oxalis Community.

Article 13. Decision-making procedures

Decision making in The Oxalis Community bodies shall normally be made by consensus (i.e. unanimity amongst all attending members with voting rights).

Should consensus not be reached, the Chair of the relevant body, or any two members with voting rights present or represented, can escalate the decision to a majority vote.

In the case of parity, the Chair shall have a casting vote.

Article 14. Escalation

The highest authority of The Oxalis Community is the Constitutional Meeting. It has the powers as set out in Article 16 below.

All governance bodies have the right to:

- Delegate specific tasks within their jurisdiction to dedicated bodies or personnel
- Escalate disputes or open issues according to the Community's escalation path.

The escalation path in the organisation follows an upward line, defining the highest authority for escalation of community issues to the Constitutional Meeting and operational issues to NorStella.

Section V. The Constitutional Meeting

Article 15. Composition of and Representation at the Constitutional Meeting

The Constitutional Meeting is composed of all The Oxalis Community members with voting rights.

Members with voting rights, who are not private individuals, shall appoint a formal representative to attend the Constitutional Meeting. This representative will validly exercise the rights of the member without the Community having to verify the representative's credentials, which must nevertheless remain on record within the member organisation - to be supplied upon request.

Each Oxalis Community member with voting rights holds one vote in the Constitutional Meeting. Members with voting rights may vote physically or electronically.

A member with voting rights may represent other members with voting rights at the Constitutional Meeting, and a letter or electronic communication to that effect may constitute proof of appointment. Under no circumstance can one single member represent more than one third of the total vote count in a meeting.

Such a letter proving an appointment as a representative of a member with voting rights is only valid if it is communicated prior to a meeting of the Constitutional Meeting through the communications channel which is designated in the notification of the Constitutional Meeting, identifying at least the member organisations concerned, the scope of the power of representation, and the time of appointment.

Such a letter proving an appointment as a representative of a member with voting rights may appoint that representative for a single Constitutional Meeting or for a limited number of meetings, and it may be given for a single agenda item or for multiple agenda items. The appointment of a representative by a member with voting rights can always be revoked by that member with voting rights.

If a member with voting rights who has issued an appointment as a representative chooses to participate in a meeting, their participation and their votes and opinions expressed during that meeting will take precedence over any power of representation that that member with voting rights may have given to another person prior to that meeting.

In principle, a member can only appoint one representative in relation to the same Constitutional Meeting agenda item. If a member has however issued multiple appointments as a representative to different persons in relation to the same Constitutional Meeting agenda item, the appointment with the most recent time shall take precedence.

Article 16. Powers of the Constitutional Meeting

The Constitutional Meeting is the supreme power of the Community. It holds all the powers that are expressly reserved by these Provisions, and that are not devolved to the Oxalis Management or any other governing body by the current Provisions.

The Constitutional Meeting has the power to:

- a. Modify the Provisions of the Community
- b. Elect or dismiss members of the Oxalis Management or any other appointed member of any Community body
- c. Approve activities and initiatives for the forthcoming years to further develop the purposes of the Community
- d. Approve a budget for the forthcoming fiscal year
- e. Approve the accounts of the previous fiscal year
- f. Dissolve the Community.

Article 17. Frequency of Constitutional Meeting, Notification, Agenda and Minutes

The Constitutional Meeting shall meet at least once every year, as determined and chaired by the Oxalis Management.

The Oxalis Management may call for a special Constitutional Meeting at any time whenever it is in the interests of the Community.

A majority (50%+1) of members with voting rights can require the Oxalis Management to call a special Constitutional Meeting.

All members with voting rights shall be notified of a Constitutional Meeting one month in advance, in writing or electronically, by the Oxalis Management. Notifications shall inform members of the date, venue, time and agenda of the meeting. The Oxalis Management shall determine the agenda for the Constitutional Meeting, but all proposals made by members with voting rights that have been presented in writing and agreed by the Oxalis Management shall also be placed on the agenda.

The agendas, minutes, voting records, and related documents, reports, and accounts, shall constitute part of the formal records of the Community and shall be made available to all members, upon their request.

Constitutional Meetings may be held entirely virtually by electronic means. In addition, wherever the notification of the Constitutional Meeting expressly states this, the members have the right to participate remotely in the Constitutional Meeting by the electronic means of communication designated in the notification. The notification will show the agenda, date, time and place of the meeting as well as relevant information to enable members to participate.

Article 18. Decision Making at the Constitutional Meeting

The only items, subject to decision making, shall be those specified on the agenda.

The decision making at the Constitutional Meeting shall be by unanimity, irrespective of the number of members with voting rights present or represented. Should a unanimous vote not be reached by the attending members with voting rights, the Oxalis Management can submit an agenda item to a majority vote. In the case of parity, NorStella shall have a casting vote.

The Constitutional Meeting may only approve modifications to the Provisions, or the dissolution of the Community, if such items are on the agenda, and if 50% + 1 of the members with voting rights are attending or are validly represented. Should this attendance quorum not be reached, the attending members with voting rights can call for a second meeting which may validly debate on such items, regardless of the number of members with voting rights attending or validly represented. Should a unanimous vote not be reached by the attending members with voting rights, then a member with voting rights can submit an agenda item to a majority vote. In the case of parity, NorStella shall have a casting vote.

Section VI. The Oxalis Management

Article 19. Appointment or Election and Resignation of Members of the Oxalis Management

The Oxalis Management shall be composed of a minimum of three and a maximum of nine members per decision making body. The Oxalis Management shall be elected by the Constitutional Meeting. The Constitutional Meeting shall decide upon the number of decision-making boards.

Oxalis Management members may resign at any time, following which the Oxalis Management has the option to nominate a replacement to serve until the next Constitutional Meeting. Any Oxalis Management member can be replaced or dismissed by means of a resolution adopted by the Constitutional Meeting in accordance with the rules for amendment or modification of the Provisions of the Community.

Oxalis Management members may stand for more than one term of office.

The term of office for Oxalis Management members may not exceed two years. After expiration or termination of their mandate, Oxalis Management members shall remain in office until the next meeting of the Constitutional Meeting.

Article 20. Frequency of Meetings of the Oxalis Management, Notification, Agenda and Minutes

The Oxalis Management shall decide on its own meeting frequency, which shall not be less than four times a year.

Meetings shall be chaired by an appointed Oxalis Management member. Rules of procedure, agenda and meeting frequencies shall be set by the Oxalis Management.

The agenda, minutes, voting records, documents, reports and accounts, shall constitute part of the formal records of the Community.

Article 21. Decision Making at Meetings of the Oxalis Management

The only items subject to decision making shall be those on the agenda unless the Oxalis Management agrees to consider an issue not on the agenda.

Meetings of the Oxalis Management shall require a quorum of 50% either through attendance or valid representation.

The decisions of the Oxalis Management are taken by unanimity amongst all attending members. Should a unanimous vote not be reached by the attending members, then the Chair can submit an agenda item to a majority vote. In the case of parity, the decision is to be escalated.

Article 22. Responsibilities of the Oxalis Management

The Oxalis Management is the highest authority of the Community between Constitutional Meetings. The Oxalis Management is elected by the Constitutional Meeting.

The Oxalis Management, acting as the strategic governance body is responsible for:

- a. Approval of budget and work plan
- b. Acting as product owner, defining and prioritizing requirements
- c. Defining the development focus and strategy
- d. Govern Community activities

Expenditure may only be authorised, and liability incurred, in accordance with the approved budget.

In an emergency the Oxalis Management can take a provisional decision on matters that would normally lie within the responsibilities of the Constitutional Meeting. Such a decision will stand until it is reported in writing to the Constitutional Meeting where it will have to be ratified.

Article 23. Delegations

The Oxalis Management may, as part of its exclusive responsibilities, delegate part of its powers to one or several of its members, to the operational unit, and to special proxyholders.

Article 24. Legal Representation

Representation in law, as plaintiff as well as defendant, may be conducted in the name of the Community by NorStella.

Article 25. Personal Liabilities

The members of the Oxalis Management may act on behalf of The Community, but their liability shall only extend to the implementation of their mandate. They shall not be liable for the liabilities or financial obligations of the Community.

Section VII. NorStella

Article 26. Function and Responsibilities of NorStella

The Oxalis Community operates as an independent part of the not-for-profit foundation NorStella.

NorStella acts as the legal and operational governance body, taking responsibility for:

- Delegating operational governance to a capable operational unit
- Providing administrative support to The Oxalis Community
- Ensuring quality and predictability in change and release management
- Assigning resources for development and support within the given budget
- Assigning resources for day-to-day operation
- Handling member management and contract administration
- Provide financial support and being responsible for financial operations.

NorStella is accountable to the Constitutional Meeting regarding the implementation of requirements, roadmaps and product strategies given by the Community.

Section VIII. Fiscal Year, Financial Management and Language

Article 27. Fiscal year and Accounting

The fiscal year starts on January 1st and ends on December 31st of the same calendar year.

Article 28. Treasurer

Financial support services shall be provided by NorStella, designated as Treasurer. The Treasurer will oversee the preparation of all required budgets and accounts.

Article 29. Language

The working language of The Oxalis Community is English. In case of conflict the English documents prevail.

Section IX. Dissolution and Liquidation

Article 30. Dissolution

Notice of intent to dissolve the Community shall be circulated to members no less than 120 days prior to the meeting of the Constitutional Meeting at which a resolution to dissolve the Community is to be voted upon. In the event of the voluntary dissolution of the Community, the Constitutional Meeting or, by default, the competent court, will appoint official receivers to define the entitlements of any creditors and the liquidation of the assets of the Community. The Constitutional Meeting or the competent court will define the powers and terms of remuneration of the receivers. Any remaining financial assets after the settlement of all debts will be transferred to NorStella.