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# ELIGIBILITY AND PROJECT LEASING FRAMEWORK

*DEFINING ELIGIBILITY THRESHOLDS, LEASING INSTRUMENTS, AND  
HOSTED OWNERSHIP SAFEGUARDS FOR PUBLIC-INTEREST CONTINUITY*

**CREATED BY**

EUSL AB

*Care to Change the World*



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# Eligibility and Project Leasing Framework

## Chapter 1 — Eligibility Tests and Thresholds

**1.1 Purpose and scope.** This Document sets the objective tests and thresholds that must be satisfied before Flowhub Trio Plus engages under a Leasing Mechanism. It further establishes the exceptional pathway by which GSIA and EUSL may act as host owners of assets and contractual perimeters in jurisdictions that are, at the time of assessment, ineligible to access Development Finance Institution (DFI) funding or other concessional facilities. The Chapter is binding on GSIA SCE, GSIA Holding AB, GSIA AB, EUSL entities designated by resolution, and all Members and Hybrid RECs admitted pursuant to Document 02.

**1.2 Constitutional placement and decision authority.** The GSIA SCE, acting through its competent organ, authorises the invocation of the Leasing Mechanism following an eligibility determination. GSIA AB conducts the assessment and issues a reasoned recommendation. The Member's competent authority countersigns the eligibility determination, acknowledging the applicable pathway—either (i) standard public-beneficial ownership with temporary custody, or (ii) hosted ownership by GSIA/EUSL with a time-bound domestication covenant as specified in Chapter 2.

**1.3 Eligibility test domains.** Eligibility is assessed across five domains, each with defined minimum thresholds and evidentiary requirements:

- (a) **Legal capacity and enforceability.** Existence of a competent public authority empowered to contract and to accept fiduciary controls; sufficiency of host-country law to recognise ring-fencing, procurement integrity, data-protection obligations, and enforceability of GSIA oversight rights; ability to grant necessary visas, privileges, or immunities (where relevant) to ensure operability.
- (b) **Fiduciary environment.** Baseline maturity of public financial management (PFM) controls; accessibility of prudentially sound banking rails; AML/CFT and sanctions-compliance posture; feasibility of segregated accounts and dual-mandate bank operations; auditability under domestic law.
- (c) **Delivery capacity.** Existence of minimal technical, procurement, and contract-administration capacity to absorb the Flowhub control set; existence or feasible creation of counterpart teams for shadowing and transition.
- (d) **Data protection and digital trust.** Lawful basis for required processing; ability to implement identity and access controls; permissibility of required cross-border or in-country hosting; readiness to conduct DPIAs; supervisory interface with the domestic regulator where applicable.
- (e) **Political and counterparty risk.** Stability needed to protect assets and archives; credible dispute-resolution venues; absence of legal prohibitions that would frustrate ring-fencing, publication, or GSIA oversight.

**1.4 Threshold outcomes.** The assessment yields one of three determinations:

- (i) **Eligible (Standard Pathway).** Thresholds are met. Beneficial ownership remains at all times with the Member; GSIA AB exercises temporary operational custody under Flowhub; domestication proceeds per Document 03.
- (ii) **Eligible with Conditions (Cured Pathway).** Deficits are remediable within defined timelines through Host Country Agreement provisions, targeted legal instruments, or interim capacity actions. A conditional approval sets time-bound cures as conditions precedent to contract effectiveness or to disbursement.

(iii) **Ineligible for DFI/Concessional Funding (Hosted Ownership Pathway).** Thresholds materially insufficient or DFI eligibility formally denied or suspended. To avoid project failure and to enable “learn-by-doing,” GSIA/EUSL may host the project perimeter as legal owner for a limited term, with a binding domestication covenant and reversion to the Member upon satisfaction of readiness gates.

**1.5 Evidence and record.** The eligibility file includes the legal review, fiduciary due diligence, banking and processor due diligence, risk assessment, and a data-protection impact scoping note. All sources, analyses, and determinations are recorded in tamper-evident repositories, cross-referenced in the Program Participation Agreement (PPA) and the Leasing Instrument.

**1.6 Publication and confidentiality.** Eligibility determinations are published in summary form, with lawful redactions to protect sensitive counterparty, security, or personal data. Where publication would frustrate legal processes or create material risk, a time-limited exception may be adopted by reasoned resolution of the GSIA SCE oversight organ.

**1.7 Exceptional Hosted Ownership Pathway—policy statement.** When the Member is ineligible to access DFI or equivalent funding and core thresholds cannot be met within a reasonable period, GSIA Holding AB (or an EUSL-designated special-purpose entity) may hold legal title to assets, systems, and contracts within a ring-fenced perimeter, for the sole public-interest purpose of enabling project execution and building national capacity. This title is temporary, is exercised under fiduciary covenants, and is subject to a reversion and domestication covenant that mandates transfer to the Member upon certification of readiness as defined in Chapter 2. No private distribution is permitted from hosted assets or buffers.

**1.8 Interfaces.** The eligibility determination directs which instrument architecture under Chapter 2 applies. Hosted Ownership requires the expanded Leasing Instrument structure (Section 2.2) with title-holding provisions, reversion mechanics, and enhanced safeguards for publication, audit, and dispute resolution. The determination also triggers the risk management, continuity, and insurance provisions of Document 10 and the ESG and fiduciary controls of Document 06.

## Chapter 2 — Leasing Instrument Structure

**2.1 Nature and hierarchy.** The Leasing Instrument is the controlling private-law contract that operationalises the approved pathway and is expressly subject to (i) mandatory national public law, (ii) the GSIA SCE Charter, and (iii) this Document read with Document 03. It is cross-referenced in, and consistent with, the PPA and the SLA. Where conflicts arise, the Charter and public-interest mandate prevail; the parties will adopt reasoned amendments or Host Country Agreement provisions to cure inconsistencies.

**2.2 Variants of the Leasing Instrument.** The Instrument adopts one of two variants, designated on the cover and in the definitions:

(a) **Standard Custodianship Variant (Beneficial Ownership with Temporary Custody).** The Member retains beneficial and, where law permits, legal title; GSIA AB exercises operational custody within a ring-fenced perimeter solely to safeguard value and accelerate domestication.

(b) **Hosted Ownership Variant (Title-Holding by GSIA/EUSL with Reversion).** GSIA Holding AB or an EUSL-designated SPV holds **legal title** to defined assets, systems, licenses, and contractual rights within a ring-fenced perimeter, for a defined term, solely to overcome temporary ineligibility for DFI/concessional funding or control deficits. The Member is designated as **beneficiary with reversionary rights**, and transfer to the Member is mandatory upon certification of readiness.

### 2.3 Parties and privity.

- **Member's competent authority:** beneficiary and ultimate steward; counterparty for domestication and transfer.
- **GSIA AB:** operator and custodian under the SLA.
- **GSIA Holding AB / EUSL SPV** (Hosted Ownership only): legal owner of the project perimeter, licensing required IP from GSIA Holding AB; covenants to hold for public benefit, subject to reversion. Third-party financiers, vendors, and fiduciaries adhere to back-to-back undertakings, including step-in and publication duties.

### 2.4 Perimeter definition and schedules. The Instrument appends schedules that define, with specificity:

- (i) **Asset Register** with title instruments, encumbrances, valuation bases, and locations;
- (ii) **Contract Dossier** listing procurement contracts, service agreements, financing instruments, and licenses;
- (iii) **Financial Perimeter** with bank accounts, ledgers, payment waterfall, and governance commission/buffer lines;
- (iv) **Systems and Data Perimeter** with IAM roles, logging baselines, encryption regimes, hosting locations, and sub-processor registers;
- (v) **Domestication Plan** with gates, KPIs, curricula, and legal-localisation milestones;
- (vi) **Risk and Continuity Measures** referencing Document 10.

**2.5 Operational control and limits.** Operational control is exercised strictly within the defined perimeter and purposes. No pledges, liens, disposals, sublicenses, or cross-collateralisation are permitted except as expressly authorised in the Instrument or the Implementation Agreement, and only if they preserve ring-fencing and the reversion covenant. Any financing secured on hosted assets must acknowledge GSIA/EUSL's public-interest title, the Member's reversionary rights, and the prohibition on private distribution.

### 2.6 Title, beneficial interest, and reversion (Hosted Ownership).

- (a) **Title vesting.** Legal title vests in GSIA Holding AB or the EUSL SPV for the term, solely to enable eligibility, risk control, and execution.
- (b) **Beneficial interest.** The Member is designated as beneficiary; all net project value is constrained to public purposes, and the governance commission/buffers remain ring-fenced and non-distributable.
- (c) **Reversion.** Title, accounts, contracts, systems, keys, and records revert to the Member upon readiness certification, free of encumbrances other than those expressly assumed by the Member in the Transfer Protocol. Reversion is self-executing upon issuance of the readiness certificate, with only mechanical completion steps remaining.

**2.7 Domestication benchmarks and gates.** The Instrument embeds gates aligned to the SLA and Document 03: functional shadowing, dual-key operations, lead-role transition, system handover, and legal localisation. Each gate has KPIs, evidence requirements, and acceptance criteria. Failure to meet a gate leads to corrective plans; persistent failure may extend the term without altering public-interest constraints or, if persistent breaches are attributable to GSIA/EUSL, trigger Member remedies.

**2.8 Tenor and sunset.** The term is the shortest period reasonably necessary to cure ineligibility and build capacity, with a long-stop date. Any extension requires a reasoned resolution of the GSIA SCE oversight organ and the Member's consent. Upon sunset or termination, the Transfer Protocol in Section 2.10 is invoked.

**2.9 Covenants: fiduciary, transparency, and no-distribution.** The Instrument restates the mandatory covenants: ring-fencing of accounts and assets; dual approvals and segregation of duties; procurement integrity; publication of redacted instruments, KPI dashboards, and financials; and **no private distribution** of governance commissions or buffers. Residual balances after close-out are applied to Member benefit by GSIA SCE resolution.

**2.10 Transfer Protocol.** The Instrument annexes a Transfer Protocol that, upon readiness certification or early termination, effects: (i) bank-mandate changes; (ii) assignment/novation of contracts and notices to vendors and financiers; (iii) delivery of physical and digital assets with acceptance certificates; (iv) handover of records and immutable logs with integrity attestations; (v) transition of IAM and key custody; and (vi) publication of the domestication event.

**2.11 Remedies, suspension, and step-in.** Material breaches of fiduciary or transparency covenants trigger suspension of discretionary commitments within the perimeter. The Member may step-in to assume operational control upon persistent uncured breaches attributable to GSIA/EUSL; conversely, GSIA AB may suspend transitions if the Member's actions would frustrate ring-fencing or jeopardise legal compliance. All remedies are reasoned, proportionate, recorded, and subject to dispute resolution under Section 2.12 and Chapter 6 of this Document.

**2.12 Dispute-resolution venue and law.** The Instrument specifies governing law and venue consistent with the Host Country Agreement (where applicable) and provides for good-faith negotiation, mediation, and, failing resolution, arbitration or administrative adjudication compatible with public-interest constraints. Interim relief to preserve assets, records, or continuity is expressly available. This Section foreshadows Chapter 6.

**2.13 Insurance and risk allocation.** The Instrument requires adequate insurance for property, liability, cyber, and business interruption, naming the Member as additional insured and loss payee as appropriate. Deductibles and exclusions are disclosed. Claims are pursued without prejudice to the reversion covenant and domestication timetable.

**2.14 IP licensing and use.** GSIA Holding AB licenses required intellectual property, software, and methods to the operator and, in Hosted Ownership, to the title-holding SPV, on a non-exclusive, revocable, non-transferable basis limited to public-interest performance within the perimeter. Upon transfer, licenses are novated or re-licensed to the Member as necessary to preserve continuity.

**2.15 Records, audit, and publication.** Audit and access rights for the GSIA SCE oversight organ, internal and external auditors, and the Member's supreme audit institution are incorporated with reasonable notice and security protocols. Public versions of the Instrument, the Transfer Protocol, and quarterly summaries are published, subject to lawful redaction and reasoned, time-limited exceptions.

## Chapter 3 — Fiduciary Ring-Fencing and Asset Protection

**3.1 Purpose and effect.** This Chapter establishes the mandatory fiduciary perimeter within which all cash, assets, rights, data, contracts, and records are held, administered, and safeguarded for public benefit under the Leasing Instrument. Ring-fencing is a legal, accounting, and operational construct that (i) segregates project property from the general estates of GSIA entities, EUSL entities, Members, vendors, and financiers; (ii) ensures insolvency remoteness to the maximum extent permissible by law; and (iii) preserves verifiable traceability from appropriation to outcome. Asset protection obligations bind GSIA SCE, GSIA Holding AB, GSIA AB, any EUSL special-purpose vehicle designated under the Hosted Ownership Variant, and all contracted third parties.

**3.2 Perimeter constitution.** The fiduciary perimeter is constituted through a concurrent set of instruments and controls, each of which is mandatory and non-derogable unless a reasoned, time-limited exception is approved by the GSIA SCE oversight organ:

(a) **Dedicated legal vehicle or account structure.** Either (i) a special-purpose entity (AB, SCE, or equivalent) established solely for the project portfolio; or (ii) a ring-fenced account structure under GSIA AB with separately titled bank accounts and ledgers. In the Hosted Ownership Variant, title-holding is vested in GSIA Holding AB or a designated EUSL SPV.

(b) **Separate banking rails.** Project receipts and disbursements flow exclusively through named, segregated bank accounts. Bank mandates embed dual-signatory rules and beneficiary countersignature thresholds, and prohibit set-off, sweep, and netting against balances outside the perimeter.

(c) **Discrete ledgers and records.** A dedicated chart of accounts, journals, sub-ledgers, and document repositories record commitments, obligations, accruals, disbursements, assets, inventories, contracts, and logs, each mapped to evidentiary artefacts and immutable time-stamps.

(d) **Access segregation.** Identity, access, and administrative privileges for systems, repositories, and payment tools are scoped to the perimeter and separated from general enterprise roles in accordance with least-privilege and segregation-of-duties principles.

(e) **Covenants and notices.** Negative-pledge, non-assignment (except as expressly permitted), and no-commingling covenants are inserted in relevant contracts; counterparties and banks receive notice of the ring-fenced character of all property and of the public-interest mandate.

**3.3 Cash and receivables ring-fencing.** All cash inflows are deposited into ring-fenced accounts and are recorded against budget lines and funding sources. A payment waterfall, approved in the Implementation Agreement and annexed to the Leasing Instrument, allocates funds by priority to statutory charges, verified deliverables, governance commission and buffers ( $\leq 5\%$  and non-distributable), and reserves. Inter-project transfers are prohibited unless expressly authorised by reasoned resolution and documented with reciprocal entries. Receivables and refundable taxes are registered to the perimeter and collected into its accounts.

**3.4 Physical assets and inventories.** Physical assets procured or received for the project are recorded in the Asset Register with serial numbers, locations, condition, maintenance plans, and custodians. Title instruments and markings reflect the ring-fenced and public-interest ownership. Movement, issuance, and write-off require documented approvals under the authority matrix. Insurance is maintained with the Member named as additional insured and loss payee where appropriate.

**3.5 Intangible assets, licenses, and data.** Software, platforms, configuration baselines, keys, and licenses are catalogued in the Asset Register with proof of licensing and scope of use. Intellectual property owned by GSIA Holding AB is licensed on a non-exclusive, non-transferable basis limited to project purposes and is never pledged or assigned beyond that scope. Data sets (including MEL data) and digital artefacts are treated as protected assets: they are encrypted, access-controlled, logged, and retained per lawful schedules, and are transferred with integrity attestations at domestication.

**3.6 Contractual rights and step-in.** Contracts within the perimeter include step-in rights for GSIA AB and the Member, publication undertakings, audit rights, change-control constraints, and termination for integrity breaches. Assignment and novation clauses are pre-authorised to enable domestication.

No contract may create security interests or cross-defaults that undermine ring-fencing or the reversion covenant.

**3.7 Insolvency remoteness and creditor protection.** To the maximum extent permitted by applicable law:

- (a) assets and accounts within the perimeter are excluded from the estates of GSIA entities, EUSL entities, vendors, and banks;
- (b) banks waive set-off and agree to limit liens to fees expressly agreed for the ring-fenced accounts;
- (c) counterparties acknowledge the public-interest character of funds and property and agree not to attach or execute against the perimeter to satisfy unrelated debts; and
- (d) intercreditor or escrow arrangements are used where necessary to protect the perimeter against claims.

Where domestic law requires reinforcement, Host Country Agreement provisions are used to confirm the perimeter's protected status.

**3.8 Insurance and indemnities.** Adequate insurance coverage (property, liability, cyber, business interruption) is procured for perimeter risks. Loss proceeds are paid into the ring-fenced accounts and applied under the payment waterfall to restoration or to agreed substitutes. Indemnities granted by vendors run for the benefit of the perimeter and, upon domestication, for the benefit of the Member.

**3.9 Monitoring, reconciliation, and publication.** Monthly reconciliations of bank balances, sub-ledgers, asset registers, and contract positions are prepared and co-certified by GSIA AB and the Member's competent authority. Quarterly financial statements of the perimeter and procurement summaries are prepared for publication with lawful redactions. Any unresolved variances or exceptions are escalated under the SLA and recorded for audit.

**3.10 Enforcement and remedies.** Breaches of ring-fencing or asset-protection obligations trigger immediate containment, suspension of discretionary commitments within the affected perimeter, and corrective actions. Remedies include claw-back, re-procurement, personnel removal, vendor sanctions, and referral under the Ethics Code. Persistent or material breaches may trigger step-in by the Member or, where attributable to Member action, suspension of transitions by GSIA AB, in each case by reasoned, recorded decision.

**3.11 Hosted Ownership safeguards.** In the Hosted Ownership Variant, legal title to assets, systems, and contracts within the perimeter vests in GSIA Holding AB or an EUSL SPV solely for a limited term and purpose. Additional safeguards apply:

- (a) all filings, registrations, and notices recite the reversion covenant and public-interest purpose;
- (b) any financing or encumbrance acknowledges the ring-fenced character and prohibits private distribution; and
- (c) title is free of liens at transfer, save those expressly and transparently assumed by the Member under the Transfer Protocol.

Hosted Ownership does not alter the no-distribution rule and does not diminish publication, audit, or oversight rights.

## Chapter 4 — Beneficiary Ownership vs Operational Control

**4.1 Purpose and allocation principle.** This Chapter clarifies the allocation of proprietary and managerial prerogatives between the Member and GSIA/EUSL under the Leasing Instrument. It separates beneficial ownership—the right to the economic and public-interest benefits of the project—from operational control—the temporary authority to administer assets, systems, contracts, and funds within the fiduciary perimeter to deliver agreed outcomes while safeguarding value.

**4.2 Standard Custodianship Variant.** Where eligibility thresholds permit, the Member retains beneficial ownership and, where law allows, legal title to project assets and rights. GSIA AB exercises operational control as temporary custodian under Flowhub, with authority limited to the defined perimeter, the authority matrix, and the Implementation Agreement. Operational control includes initiation and administration of procurements, management of vendors and contracts, execution of the payment waterfall under dual approvals, record-keeping, publication, and orchestration of domestication. At no time does operational control convert into proprietary rights in GSIA AB or its affiliates.

**4.3 Hosted Ownership Variant.** Where the Member is ineligible for DFI or concessional funding, or where control deficits cannot be cured ex ante, GSIA Holding AB or an EUSL SPV takes **legal title** solely to unlock execution and to protect public value. In this Variant:

- (a) the **Member remains the beneficiary** of the project's economic and social value and holds reversionary rights to title and control;
- (b) **GSIA AB** (or an approved operator) exercises operational control under the SLA, subject to all fiduciary, transparency, and publication obligations;
- (c) neither title-holder nor operator may distribute profits or value from the perimeter, and any governance commission or buffers are ring-fenced and applied only to authorised purposes; and
- (d) reversion to the Member is self-executing upon readiness certification, with only mechanical completion steps remaining.

**4.4 Authority matrix and joint approvals.** Operational control is constrained by a contractually annexed authority matrix that mandates segregation of duties and dual approvals. Thresholds are structured to require countersignature by the Member's competent authority for commitments and disbursements above defined amounts, for contract awards and variations, and for publication exceptions. Emergency derogations are permitted only under continuity protocols, are time-limited, and are subject to ex post review and publication.

**4.5 Standard of care and limitations.** GSIA AB and any EUSL SPV act with the care and skill of a prudent public fiduciary, applying value-for-money, integrity, and transparency standards. They may not:

- (i) pledge or encumber assets beyond authorisations stated in the Leasing Instrument;
- (ii) commingle perimeter property with any other property;
- (iii) create cross-defaults or security arrangements that undermine ring-fencing or the reversion covenant; or
- (iv) waive Member rights or accept obligations that persist beyond domestication, save as expressly authorised in the Transfer Protocol.

**4.6 Member prerogatives preserved.** The Member's competent authority retains, at all times: policy direction within the project scope; oversight and audit access; countersignature rights at agreed

thresholds; the right to request reasoned publication of instruments and dashboards; and the right to step-in upon persistent, material breach by GSIA/EUSL. These prerogatives are not diminished by Hosted Ownership and are exercised in a manner consistent with continuity and value preservation.

**4.7 Proceeds, incomes, and cost recovery.** Any incomes, recoveries, or insurance proceeds generated within the perimeter accrue to the ring-fenced accounts and are applied under the payment waterfall. The governance commission and buffers ( $\leq 5\%$ ) are recorded as cost-recovery for governance services, risk mitigation, capacity building, and domestication, are non-distributable, and are disclosed in quarterly statements. No surplus may be distributed privately; residual balances at close-out are applied to Member benefit by GSIA SCE resolution.

**4.8 Records, data, and decision custody.** Operational control entails custody of decisions, records, and logs in tamper-evident systems. GSIA AB ensures that the Member has continuous access to records, dashboards, and evidence necessary for oversight and for the eventual assumption of administrative roles. Data-protection roles and responsibilities are governed by the DPA and the Data Protection and Digital Trust Policy, without prejudice to the Member's controller prerogatives.

**4.9 Transition triggers.** Operational control diminishes as domestication gates are certified: from functional shadowing, to dual-key operations, to Member-led approvals, and finally to full transfer. The parties record each transition of responsibility by reasoned minute, update the authority matrix accordingly, and publish summaries consistent with lawful redactions.

**4.10 Remedies and recalibration.** If Member action or inaction would materially frustrate fiduciary controls, ring-fencing, or legal compliance, GSIA AB may temporarily recalibrate operational control (including pausing threshold increases or transitions) through a reasoned, recorded decision, subject to escalation to the GSIA SCE oversight organ. Conversely, if GSIA/EUSL breaches the standard of care or control obligations, the Member may step-in, require operator replacement, or invoke dispute-resolution procedures, prioritising continuity of essential services.

**4.11 No creation of private rights beyond mandate.** Neither Variant creates private proprietary interests in GSIA AB, GSIA Holding AB, EUSL entities, or any vendor beyond the limited rights necessary to perform the public-interest mandate within the perimeter. Any ambiguity is resolved in favour of the Member's public-interest ownership and the temporariness of operational custody.

**4.12 Interfaces.** This Chapter interfaces with Chapter 5 (Transition to National Ownership) for the mechanics of transfer and with Chapter 6 (Dispute Resolution and Remedies) for enforcement. It is read together with Document 03 (Flowhub Manual) for service standards, KPIs, publication, and data-protection obligations.

## Chapter 5 — Transition to National Ownership

**5.1 Purpose and principle.** Transition to national ownership is the dispositive act by which the public-interest purpose of the Leasing Mechanism is fulfilled. It converts a temporary custodianship—whether under the Standard Custodianship Variant or the Hosted Ownership Variant—into full stewardship by the Member's competent authority, while preserving continuity of service, integrity of records, and enforceability of obligations. Transition is evidence-based, time-bound, and reasoned; it does not occur by lapse of time alone.

**5.2 Preconditions and certification.** Transition requires readiness certification issued by the GSIA SCE oversight organ upon the recommendation of GSIA AB, following:

- (a) attainment of domestication benchmarks and gate criteria embedded in the Leasing Instrument and the SLA;
- (b) satisfactory audit opinions on ring-fenced accounts and controls, including resolution of material findings;
- (c) legal localisation of instruments, operating procedures, and publication rules without dilution of fiduciary safeguards; and
- (d) confirmed operational capacity of the receiving authority to administer fiduciary, delivery, and digital-trust functions.

The certification is a reasoned decision referencing the evidentiary record and is archived in a tamper-evident repository.

**5.3 Transfer Protocol and deliverables.** Transition is implemented through the Transfer Protocol annexed to the Leasing Instrument and includes, at minimum:

- (i) **Banking and finance.** Amendment of mandates to remove Flowhub signatories and install the Member's authorised signatories; reconciliation and transfer of ring-fenced balances; handover of liquidity, reserves, and buffer line statements; delivery of all KYC and banking files necessary to maintain accounts without disruption.
- (ii) **Contracts and vendors.** Assignment or novation of contracts; issuance of vendor and financier notices; transfer of warranties, indemnities, securities, and step-in rights; handover of procurement plans, evaluation records, and change-control ledgers.
- (iii) **Assets and inventories.** Delivery of physical assets with acceptance certificates; updated asset registers; title instruments and filings; maintenance schedules and service histories; insurance endorsements naming the Member as insured and loss payee.
- (iv) **Systems and data.** Transfer of administrative credentials using dual-custody, escrow release of keys, and re-issuance of trust anchors; export of configuration baselines, logs, and data sets with integrity attestations; transfer or re-licensing of software where needed to preserve continuity; decommissioning or role-change of Flowhub identities and privileges.
- (v) **Records and governance artefacts.** Handover of minutes, approvals, KPI time series, audit findings and remediation trackers, and publication archives; delivery of privacy and security assessments (DPIAs), data-subject request logs, and incident dossiers.

**5.4 Publication and public notice.** The domestication event is publicly noticed, stating the transfer date, scope, and assuming authority; a summary of performance against domestication benchmarks; and any conditions subsequent. Sensitive detail is redacted in accordance with law and safeguarding obligations. Publication is a condition subsequent to completion and is recorded in the transition minutes.

**5.5 Conditions subsequent and stabilisation.** Where minor deficiencies subsist that do not materially impair continuity or integrity, the readiness certification may list conditions subsequent with time-bound cure periods and assigned responsibilities. A stabilisation period may be agreed for hypercare support under a residual advisory scope that does not re-establish custody or alter the allocation of responsibilities.

**5.6 Residual support and warranties.** For a fixed, short duration, GSIA AB may provide advisory services to address post-transfer tuning, vendor onboarding under the Member's mandate, or knowledge consolidation. Vendor and operator warranties and indemnities survive as stated in the Leasing Instrument; GSIA AB cooperates in warranty enforcement but no longer exercises operational control.

**5.7 Hosted Ownership Variant—reversion mechanics.** In Hosted Ownership, legal title to all assets, systems, licenses, and contractual rights within the perimeter **reverts** to the Member upon readiness certification. Reversion is self-executing, with only mechanical steps remaining: registration of title changes, bank mandate amendments, and contract novations. Title reverts free and clear of liens other than those expressly and transparently assumed by the Member under the Transition Protocol. Any financing structures established solely to overcome ineligibility are unwound or novated to preserve ring-fencing and public value.

**5.8 Closures and survivals.** Ring-fenced accounts and buffers are closed or novated following audited reconciliations. Residual balances are applied to Member benefit per reasoned GSIA SCE resolution. The following obligations survive for statutory or contractually specified periods: audit access; confidentiality; data-protection; warranties and indemnities; cooperation with investigations and disputes; and retention of records required by law.

**5.9 Failure to consummate transition.** If transition cannot be consummated by the long-stop date due to causes not attributable to GSIA/EUSL, the parties shall agree a narrowly tailored extension by reasoned resolution, limited to preserving public value and continuity. If failure is attributable to GSIA/EUSL, the Member may invoke remedies, including operator replacement, damages as allowed by law, and supervised wind-down, prioritising service continuity.

**5.10 Interfaces.** This Chapter is read with Document 03 (Exit and Transition Protocols), Document 10 (Continuity and Contingency), Document 12 (Data Protection and Digital Trust Policy), and Document 08 (MEL closure and data governance).

## Chapter 6 — Dispute Resolution and Remedies

**6.1 Purpose and scope.** Dispute resolution mechanisms protect the public-interest mandate, preserve continuity, and provide predictable avenues for rectification without compromising ring-fencing, publication duties, or the domestication timetable. This Chapter applies to disputes under the Leasing Instrument (both Variants), the SLA, and related Flowhub instruments, without prejudice to mandatory national public law.

**6.2 Principles.** Disputes shall be resolved:

- (a) with primacy for continuity of essential services and preservation of the fiduciary perimeter;
- (b) under reasoned decisions anchored in records, KPIs, and immutable logs;
- (c) with transparency, subject to lawful redactions; and
- (d) without waiver of the Member’s sovereign rights except to the extent expressly provided in a Host Country Agreement for functional necessities.

**6.3 Tiered resolution process.**

- (i) **Good-faith negotiation.** Parties confer at operational and senior-management levels, exchanging position papers and evidence within defined timelines; minutes are recorded.
- (ii) **Mediation.** If unresolved, a neutral mediator acceptable to both parties is appointed. Mediation runs concurrently with continuity measures and does not toll emergency relief.
- (iii) **Expert determination (where technical).** Discrete technical issues (e.g., control maturity, KPI measurement, configuration integrity) may be referred to expert determination, binding absent manifest error.
- (iv) **Arbitration or administrative adjudication.** Failing resolution, the dispute is referred to arbitration under the governing rules specified in the Instrument (e.g., a recognised international

arbitration framework) or to an agreed administrative tribunal compatible with public law. Interim measures to preserve assets, records, or continuity are expressly available.

**6.4 Governing law, venue, and immunities.** The Leasing Instrument specifies governing law and venue consistent with the Host Country Agreement and the Charter’s public-interest prevalence. Where the Member is a sovereign entity, the Instrument may include a narrow, express waiver of immunity **from suit and enforcement** solely as necessary to give effect to arbitration or tribunal proceedings **and excluding** immunity from execution against assets outside the ring-fenced perimeter or designated as immune under domestic law. No provision shall authorise attachment of ring-fenced public funds intended for essential services.

**6.5 Interim protective measures.** Either party may seek interim protective measures to:

- (a) prevent dissipation or improper encumbrance of ring-fenced assets;
  - (b) preserve evidentiary integrity (records, logs, keys, and configurations);
  - (c) maintain essential services; or
  - (d) compel adherence to publication or audit obligations consistent with lawful redactions.
- Interim measures are narrowly tailored, time-limited, and subject to expedited review.

**6.6 Contractual remedies.** Without limiting rights at law:

- **Suspension.** Suspension of discretionary commitments and transitions within the affected perimeter, while maintaining essential services.
- **Step-in and replacement.** Member step-in to assume operational control upon persistent, material breach by GSIA/EUSL; or operator replacement by GSIA SCE where breach is attributable to a delegated operator.
- **Specific performance.** Orders compelling performance of fiduciary controls, publication, or transfer mechanics.
- **Monetary remedies.** Cost recovery, liquidated damages for defined delays where agreed and lawful, and indemnities for third-party claims caused by breach.
- **Rectification plans.** Time-bound corrective action plans with audit verification and publication of outcomes.

**6.7 Vendor and financier disputes.** Disputes with vendors or financiers are prosecuted or defended in the name of the Member or the title-holder, as appropriate to the Variant, with GSIA AB’s cooperation. Step-in rights are exercised to maintain continuity. Back-to-back dispute clauses in vendor/financing contracts ensure consistency with ring-fencing, publication, and reversion covenants.

**6.8 Evidence and burden.** Evidentiary submissions rely on the ring-fenced ledgers, immutable logs, signed minutes and approvals, KPI datasets, and audit reports. The burden of establishing derogation from controls or exceptions from publication rests on the party asserting the exception and must be supported by documentary evidence and reasoned justifications.

**6.9 Confidentiality and publication.** Dispute proceedings are confidential to the extent permitted by law. However, consistent with the publication doctrine, the existence of a dispute, its subject matter, and the eventual outcome are disclosed in summary form with lawful redactions. Where secrecy would frustrate public accountability, the GSIA SCE oversight organ may authorise proportionate disclosure by reasoned resolution.

**6.10 Force majeure and hardship.** Force majeure suspends performance to the extent of the impediment but does not suspend ring-fencing, record-keeping, or publication of incident notices. Parties shall implement continuity measures under Document 10. Hardship clauses allow for equitable



adjustment to preserve the public-interest mandate where external shocks materially alter assumptions, subject to oversight approval and publication.

**6.11 Finality and enforcement.** Arbitral awards or tribunal decisions are final and enforceable under the governing law and applicable conventions, subject to the immunities and ring-fencing protections stipulated herein. Orders for specific performance and injunctive relief shall, where permitted, take precedence over monetary awards if necessary to protect continuity and public value.

**6.12 Interfaces.** This Chapter is read with Document 03 (remedies, suspension, and publication), Document 07 (Host Country Agreement and dispute-resolution clauses), Document 10 (continuity and contingency), Document 11 (ethics, investigations, and sanctions), and Document 17 (risk escalation protocols).