

NOVEMBER 7, 2025



LEGAL INSTRUMENTS COMPENDIUM

*MODEL AGREEMENTS FOR HOST-COUNTRY STATUS, PARTICIPATION,
IMPLEMENTATION, SERVICES, DATA PROCESSING, AND SPECIAL CONDITIONS TO
OPERATIONALISE LAWFUL, TRANSPARENT PARTNERSHIP EXECUTION*

CREATED BY

EUSL AB

Care to Change the World



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Legal Instruments Compendium

Chapter 1 — Host Country Agreement (HCA) — Template

[HOST COUNTRY AGREEMENT]

between

[THE GOVERNMENT OF ____] (the “Host State”)

and

GLOBAL SOCIAL IMPACT ALLIANCE – GSEA SCE (the “GSEA SCE”),

GSEA HOLDING AB (“GSEA Holding”), and

GSEA AB (“GSEA Operations”),

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”)]

(each a “Party” and together the “Parties”)

Preamble.

Recognising the public-interest mandate articulated by GSEA SCE and the separation of functions between GSEA SCE (membership body), GSEA Holding (stewardship and intellectual property), and GSEA Operations (service delivery under Service Level Agreements), and acknowledging the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership, the Parties enter this Host Country Agreement to enable lawful, transparent, and accountable operations in the Host State, including the possibility of Hosted Ownership for a limited term where the Host State is ineligible for DFI or concessional financing.

Article 1 — Definitions and Interpretation

1.1 Definitions. For the purposes of this Agreement:

“**Charter**” means the Charter of GSEA SCE in force from time to time.

“**Flowhub**” means the GSEA governance-as-a-service construct comprising governance, fiduciary, and delivery pillars, with enabling digital-trust, risk, and capacity-building functions.

“**SLA**” means any Service Level Agreement between GSEA Operations and a competent authority of the Host State.

“**Leasing Instrument**” means the instrument adopted under Document 04, including the Standard Custodianship Variant and the Hosted Ownership Variant.

“**Hosted Ownership**” means temporary vesting of legal title to project assets, systems, and contracts in GSEA Holding or an EUSL-designated SPV, with a binding reversion covenant to the Host State upon domestication readiness.

“**Ring-fenced Perimeter**” means the segregated legal, financial, and records perimeter applicable to each program or project under Flowhub.

“**Competent Authority**” means the Host State entity duly authorised to contract SLAs and Implementation Agreements.

Other capitalised terms have the meanings assigned in the Charter and in the Flowhub Manual (Document 03).



1.2 Interpretation. Headings do not affect interpretation. References to “law” include statutes, regulations, and binding administrative acts. Singular includes plural and vice versa. “Including” means “including without limitation.”

1.3 Prevalence and order. In public-interest matters, mandatory national public law prevails; failing a mandatory rule, the Charter prevails over private instruments; this Agreement prevails over SLAs and Leasing Instruments; specific project instruments prevail over general templates where expressly so stated.

Article 2 — Legal Status and Capacity

2.1 Recognition. The Host State recognises GSEA SCE as an international membership body with legal personality to contract, acquire and dispose of property, and to institute legal proceedings in the Host State for the purposes of this Agreement.

2.2 Separate entities. GSEA Holding and GSEA Operations are recognised as distinct legal persons with separate boards and assets. Obligations and rights of one entity do not bind another absent express written assumption.

2.3 Not-for-distribution. Governance commissions and ring-fenced buffers are applied solely to governance services, assurance, risk mitigation, capacity building, and domestication support. No private distribution is permitted.

Article 3 — Mandate and Scope of Activities

3.1 Purpose. The Parties establish a legal framework for Flowhub operations, including program preparation, procurement, financing arrangements, fiduciary custody, delivery orchestration, publication, and domestication to national ownership.

3.2 Instrument set. Activities are undertaken through Program Participation Agreements, SLAs, Leasing Instruments, Implementation Agreements, and ancillary instruments, each made expressly subject to this Agreement and the Charter.

3.3 Hosted Ownership. Where the Host State is ineligible for DFI or concessional funding, the Parties may designate Hosted Ownership for a ring-fenced perimeter. Title vests temporarily in GSEA Holding or an EUSL SPV with a binding reversion covenant.

Article 4 — Premises and Facilities

4.1 Premises. The Host State facilitates suitable premises and necessary facilities for GSEA operations and records repositories.

4.2 Inviolability and access. Premises used exclusively for official purposes are inviolable to the extent necessary for functional independence. Law-enforcement access occurs with consent or under lawful emergency powers, safeguarding records integrity and data-protection obligations.

4.3 Utilities and services. The Host State uses best efforts to facilitate access to utilities and communications services on non-discriminatory terms.

Article 5 — Functional Privileges and Immunities

5.1 Functional immunities. To the extent necessary for the independent performance of official functions, GSEA SCE and its officials acting in that capacity enjoy immunity from legal process for official acts and archives inviolability, without prejudice to express waivers by GSEA where consistent with the public interest.

5.2 Limits and waiver. Immunities do not apply to motor-traffic offences or private acts unrelated to official functions. GSEA may waive immunities where doing so would not prejudice institutional interests.

5.3 No derogation from accountability. Privileges and immunities do not shield misconduct; cooperation with lawful investigations is assured consistent with records integrity, ring-fencing, and publication duties.

Article 6 — Taxation and Customs

6.1 Tax relief. Goods, services, and inputs acquired for official use within a Ring-fenced Perimeter are exempt from VAT, excise, and comparable indirect taxes to the extent permitted by law, via up-front exemption or refund.

6.2 Customs. Official imports for projects under this Agreement are exempt from customs duties and taxes, subject to control procedures and end-use undertakings. Re-export or disposal follows agreed procedures.

6.3 Direct taxes. GSEA entities are exempt from corporate income tax in respect of official activities conducted under this Agreement. Staff are subject to personal income taxation according to law, unless covered by a specific exemption regime agreed in Annex B.

Article 7 — Entry, Stay, and Work

7.1 Facilitation. The Host State expedites visas, residence, and work permits for GSEA officials, secondees, and experts required for official purposes, including multiple-entry visas and family accompaniment where applicable.

7.2 Status lists. The Secretariat furnishes and updates lists of persons entitled to facilities under this Article.

Article 8 — Banking, Currency, and Ring-Fencing

8.1 Ring-fenced accounts. The Host State recognises the establishment and operation of separate bank accounts for each Ring-fenced Perimeter. Banks waive rights of set-off and limit liens to expressly agreed account-level fees.

8.2 Insolvency remoteness. To the maximum extent permitted by law, assets and balances within Ring-fenced Perimeters are insulated from claims of GSEA general creditors, banks, vendors, and third parties unrelated to the perimeter.

8.3 Currency and FX. Conversions and transfers necessary for official purposes are permitted at prevailing market rates. Hedging instruments may be used where lawful and proportionate.

Article 9 — Data Protection and Digital Trust

9.1 Roles. Unless otherwise agreed in a Data Processing Agreement, the Host State's Competent Authority is controller for personal data processed within the perimeter; GSEA Operations acts as processor.

9.2 Safeguards. Identity and access management, logging, encryption, cross-border transfer safeguards, and localisation measures are implemented per the GSEA Data Protection and Digital Trust Policy and domestic law. Supervisory coordination mechanisms are set out in Annex E.

9.3 Incident cooperation. Data-protection incidents are notified and handled under agreed timelines, with lawful publication in summary form.

Article 10 — Procurement and Anti-Corruption

10.1 Procurement framework. The Host State recognises GSEA procurement rules embedded in SLAs and Implementation Agreements, including competitive methods, evaluation transparency, protest procedures, publication, and change-control.

10.2 Integrity obligations. Prohibitions on bribery, kickbacks, facilitation payments (save for immediate threat to life or liberty), bid-rigging, collusion, and obstructive practices apply to all actors. Beneficial ownership disclosures are mandatory for prime vendors and significant subcontractors.

10.3 Cooperation. The Parties cooperate with competent authorities on investigations, preserving ring-fencing and records integrity. Sanctions and debarment decisions are recognised in accordance with domestic law.

Article 11 — Labour and Working Conditions

11.1 Standards. Within project perimeters, employers shall respect national labour law and the standards codified by GSEA on freedom of association where lawful, prohibition of forced and child labour, non-discrimination, and occupational health and safety.

11.2 Worker grievance. Contractors maintain worker grievance mechanisms aligned with GSEA requirements, with escalation to the project-level GRM.

Article 12 — Security, Health, Safety, and Environment

12.1 Facilitation. The Host State supports reasonable security measures for premises, assets, and personnel. Security personnel engaged for project purposes observe human-rights-consistent conduct standards.

12.2 E&S compliance. Projects comply with environmental and social safeguards adopted by GSEA and applicable domestic law, with management plans incorporated into contracts and subject to monitoring and publication.

Article 13 — Transparency and Publications

13.1 Publication doctrine. The Host State acknowledges GSEA's default publication rule for SLAs, Leasing Instruments, procurement notices and awards, KPI dashboards, ring-fenced financial statements, audit summaries, conflicts registers, and transition notices, subject to lawful redaction.

13.2 FOI interfaces. Where domestic freedom-of-information law applies, coordination mechanisms ensure consistent, timely responses, with respect for data-protection and safeguarding.

Article 14 — Oversight, Audit, and Access

14.1 Audit access. Internal and external auditors designated by GSEA, and, where agreed, the Host State's supreme audit institution, have access to records and premises relevant to project perimeters, under confidentiality and security protocols.

14.2 Monitoring. The Host State facilitates field access for monitoring, evaluation, and verification consistent with safety and public order.

Article 15 — Dispute Resolution and Immunities

15.1 Tiered process. Disputes under this Agreement are addressed through good-faith consultations, followed by mediation. Failing resolution, disputes may be submitted to arbitration under rules and a seat specified in Annex I.

15.2 **Narrow waiver.** Where the Host State is a sovereign party, it grants a specific, limited waiver of immunity from suit and enforcement strictly to give effect to arbitration or agreed adjudication, excluding execution against assets outside Ring-fenced Perimeters or otherwise immune under domestic law.

15.3 **Interim measures.** Interim relief to preserve assets, records, or continuity is available on a narrowly tailored, time-limited basis.

Article 16 — Hosted Ownership and Reversion

16.1 **Recognition.** In Hosted Ownership, legal title to assets, systems, licenses, and contractual rights within the Ring-fenced Perimeter may vest in GSEA Holding or an EUSL SPV solely to overcome temporary ineligibility for DFI or control deficits.

16.2 **Filings and notices.** Title filings, registrations, and public notices shall state the public-interest purpose, ring-fenced character, no-distribution covenant, and reversion obligation.

16.3 **Non-attachment.** Host State courts and authorities recognise non-attachment of hosted assets to satisfy claims unrelated to the perimeter.

16.4 **Reversion.** Upon readiness certification under domestication benchmarks, title and control revert to the designated Host State authority, free of liens other than those expressly assumed in a published Transfer Protocol.

Article 17 — Domestication and Transfer to National Ownership

17.1 **Benchmarks.** The Host State acknowledges domestication benchmarks and gates embedded in SLAs and Leasing Instruments, including functional shadowing, dual-key operations, lead-role transition, system handover, and legal localisation.

17.2 **Transfer protocol.** The mechanics of transfer—bank mandates, contract novations, asset registers, data and log handover, key escrow release, publication—are effected under a Transfer Protocol attached as Annex G.

Article 18 — Continuity, Emergencies, and Force Majeure

18.1 **Continuity.** The Parties adopt continuity protocols for emergency payments, credential escrow, fall-back vendor support, and secure access, subject to ex post regularisation and publication in summary.

18.2 **Force majeure.** Force majeure suspends performance to the extent of the impediment, without suspending ring-fencing, record-keeping, or incident notification.

Article 19 — Compliance with Law and Standards of Conduct

19.1 **Domestic law.** GSEA and project actors respect applicable law and regulations of the Host State, consistent with functional immunities and this Agreement.

19.2 **Codes and recusal.** Conflict-of-interest, recusal, and ethics rules adopted by GSEA apply to all persons acting within the perimeter, in addition to domestic legal obligations.

Article 20 — Entry into Force, Amendment, and Termination

20.1 **Entry into force.** This Agreement enters into force upon signature by all Parties or upon completion of constitutional formalities certified in Annex A.

20.2 Amendment. Amendments are made by written instrument signed by the Parties, justified by reasoned memorandum, and published with lawful redactions.

20.3 Termination. Either Party may terminate on [•] months' notice. Termination does not affect rights and obligations necessary to close or transfer Ring-fenced Perimeters, including audit, access, publication, data-protection, warranties, indemnities, and dispute-resolution clauses.

Article 21 — Notices and Designated Focal Points

21.1 Notices. Notices under this Agreement are in writing and delivered to the addresses specified in Annex A.

21.2 Focal points. Each Party designates focal points for: legal/instrument matters; fiduciary/banking; procurement; data protection; security; and domestication/transition.

Annexes (integral parts of this Agreement):

Annex A — Seat, execution formalities, and notice details.

Annex B — Tax and customs facilitation procedures; exemption schedules.

Annex C — Visa, residence, and work-permit protocols.

Annex D — Banking mandates, list of Ring-fenced accounts, and non-set-off letters.

Annex E — Data Processing Agreement terms; supervisory liaison; localisation/cross-border rules.

Annex F — Procurement framework alignment; protest procedure; publication schedule.

Annex G — Transfer Protocol for domestication and reversion.

Annex H — Insurance requirements and endorsements; loss-payee structures.

Annex I — Dispute-resolution rules, arbitral seat, language, governing law, and narrow immunity waiver text.

Annex J — Hosted Ownership designation and filings (where applicable).

Annex K — Continuity and emergency protocols.

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT OF ____]**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA SCE**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA Holding AB**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA AB**

Name: _____ Title: _____ Date: _____

[Signed for and on behalf of **EUSL [•] SPV AB/SCE** (if Hosted Ownership applies)]

Name: _____ Title: _____ Date: _____]

Drafting Notes (to be removed in execution version):

(a) Where Hosted Ownership is not invoked, delete references to the Title-Holding Vehicle and Annex J.

(b) Where the Host State requires particular privileges or declines certain tax reliefs, calibrate Annexes B and C accordingly, ensuring that ring-fencing, publication, and reversion covenants remain



intact.

(c) Align Annex I to the Host State's arbitration and immunity regime; the waiver shall be no broader than necessary to give effect to agreed proceedings and shall exclude execution against assets outside Ring-fenced Perimeters or otherwise immune by law.

(d) Ensure Annex D includes bank non-set-off letters and mandate specimens reflecting dual approvals and beneficiary countersignature thresholds.

(e) Ensure Annex E is harmonised with any sectoral data-sovereignty laws and sets out lawful bases and safeguards for cross-border support operations.

Chapter 2 — Memorandum of Understanding (MoU) — Template

[MEMORANDUM OF UNDERSTANDING]

between

[THE GOVERNMENT/REC/AGENCY OF ____] (the “Public Party”)

and

GLOBAL SOCIAL IMPACT ALLIANCE – GSEA SCE (the “GSEA SCE”),

GSEA HOLDING AB (“GSEA Holding”), and

GSEA AB (“GSEA Operations”),

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”)]

(each a “Party” and together the “Parties”)

Preamble.

Acknowledging the GSEA constitutional architecture and the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership; recognising the separation of functions between GSEA SCE (membership and public-interest mandate), GSEA Holding (stewardship and intellectual property), and GSEA Operations (governance-as-a-service under Service Level Agreements); and seeking to establish a non-binding framework for cooperation preparatory to legally binding instruments, the Parties set out their mutual understandings as follows.

1. Definitions and Interpretation

1.1 “Charter” means the Charter of GSEA SCE in force from time to time. “Flowhub” means the governance-as-a-service construct comprising governance, fiduciary, and delivery pillars with enabling digital trust, risk, and capacity-building functions. “Program Participation Agreement” or “PPA” means a binding instrument establishing mandate and coverage for a Public Party within GSEA. “SLA” means a Service Level Agreement between GSEA Operations and the Public Party’s competent authority. “Leasing Instrument” means the instrument defined in Document 04, including the Standard Custodianship Variant and the Hosted Ownership Variant. “Ring-fenced Perimeter” means the segregated legal, financial, and records perimeter for a program or project. Other capitalised terms have the meanings assigned in the GSEA corpus, including Documents 03–06.

1.2 This MoU is a statement of intent. It does not create legally enforceable obligations, financial commitments, or exclusivity, and it does not derogate from mandatory national public law. Binding obligations, if any, shall arise only upon execution of subsequent instruments expressly so stating, including the PPA, HCA, SLA, Leasing Instrument, Implementation Agreement, and Data Processing Agreement.

2. Purpose and Scope

2.1 The purpose is to frame cooperation to assess, prepare, and, where mutually agreed, progress eligible programs for implementation under Flowhub, including institutional diagnostics, legal reviews, fiduciary and procurement baselining, environmental and social screening, gender and inclusion analysis, data-protection scoping, and the development of domestication benchmarks and workplans.

2.2 The scope may include support to concept notes, investment cases, co-financing dialogues, and the alignment of proposed activities with national plans and the Public Party’s legal framework, without committing the Parties to funding or to a particular program design until binding instruments are executed.

3. Guiding Principles

3.1 Cooperation is conducted in the public interest, with transparency, proportionality, and respect for national sovereignty and mandatory national public law. Ring-fencing, segregation of duties, dual approvals, publication doctrine, and do-no-harm principles are observed from inception. The Parties affirm a no-private-distribution posture regarding any governance commission or buffers in future Flowhub arrangements.

4. Roles and Responsibilities

4.1 GSEA SCE provides the mandate framework, admissions guidance, and oversight interface and coordinates progress toward the PPA. GSEA Holding provides stewardship of Flowhub standards, templates, and licensing and safeguards the public-interest constraints. GSEA Operations conducts non-binding technical assistance necessary to prepare for SLAs and Implementation Agreements and organises diagnostics, baseline assessments, and draft control architectures. The Public Party designates a competent authority and focal points, provides access to information, facilities, and personnel as reasonably necessary for assessments, and leads legal-localisation discussions for prospective instruments.

5. Workplan and Deliverables

5.1 The Parties will develop an Initial Workplan identifying assessment tasks, indicative timelines, responsible leads, dependencies, and expected deliverables, including, where applicable, a preliminary Eligibility Determination under Document 04 and a draft Domestication Plan. The Workplan is annexed hereto and may be updated by written concurrence of the focal points.

6. Governance and Coordination

6.1 A Joint Coordination Group is established, comprising designated focal points of each Party. It meets at intervals agreed in the Workplan to review progress, resolve issues in principle, and prepare items for decision by competent organs. Decisions within the Group are recorded as minutes and do not bind the Parties beyond the non-binding nature of this MoU.

7. Information Sharing and Confidentiality

7.1 The Parties may exchange non-public information to perform the Workplan. Each Party will protect confidential information received from the other with care commensurate with its own standards and applicable law and will use it solely for purposes of this MoU. Confidentiality shall not impede lawful publication duties or disclosures required by law, provided that such disclosures are narrowly tailored and, where feasible, preceded by notice to the other Party.

8. Data Protection and Digital Trust

8.1 Personal data processing under the Workplan will be limited to what is strictly necessary and will be handled in accordance with applicable data-protection law and GSEA's Data Protection and Digital Trust Policy. Where processing requires a formal Data Processing Agreement, the Parties will negotiate and execute such an agreement contemporaneously with, or prior to, any SLA. Until then, data exchanges shall employ privacy-preserving techniques and secure channels and shall be documented.

9. Anti-Corruption and Procurement Integrity

9.1 The Parties affirm zero tolerance for bribery, kickbacks, facilitation payments (save for immediate threat to life or liberty), fraud, collusion, coercive and obstructive practices. Any procurement-related pilot activities under the Workplan will follow transparent processes, conflict-of-interest rules, and publication norms proportionate to scope and risk, without committing the Public Party to future awards or GSEA to future services.

10. Financial Provisions

10.1 This MoU does not commit funds by any Party. Any cost-sharing for preparatory activities will be set out in a separate, binding instrument. Governance commissions and buffers, if later agreed under an SLA, will be ring-fenced and non-distributable and will be applied only to governance services, assurance, risk mitigation, capacity building, and domestication support.

11. Intellectual Property and Licensing

11.1 GSEA Holding retains all rights in Flowhub standards, templates, methods, and marks. Use by the Public Party during the Workplan is on a limited, revocable, non-exclusive basis for internal preparatory purposes. Any broader licensing will be addressed in subsequent binding instruments. The Public Party retains ownership of its data, laws, policies, and locally developed materials, without prejudice to publication duties.

12. Eligibility and Leasing Pathways

12.1 The Parties will apply the eligibility tests and thresholds per Document 04 to determine the appropriate pathway: Standard Custodianship Variant or Hosted Ownership Variant. The outcome will be reasoned and recorded. Where the Public Party is ineligible for DFI or concessional funding, the Parties may agree, in principle, to consider Hosted Ownership subject to a Host Country Agreement and a Leasing Instrument with reversion covenants; this clause is a statement of intent only.

13. Hosted Ownership Statement (If Applicable)

13.1 Where Hosted Ownership is preliminarily envisaged, the Parties record their understanding that legal title to specified assets, systems, licenses, and contractual rights may temporarily vest in GSEA Holding or an EUSL SPV within a ring-fenced perimeter solely to overcome eligibility constraints, with title and control reverting to the Public Party upon readiness certification. Specifics, including filings, financing structures, and reversion mechanics, will be governed by binding instruments.

14. Transparency and Communications

14.1 The Parties will adhere to GSEA's publication doctrine. Public statements referring to this MoU shall be factual and coordinated through the focal points. Publication of this MoU and Workplan in summary form is expected, subject to lawful redactions agreed in writing. Freedom-of-information interfaces will be respected in accordance with domestic law.

15. Grievance and Stakeholder Engagement

15.1 The Parties will identify appropriate stakeholder engagement approaches for preparatory activities and will provide channels for grievances proportionate to the scope of the Workplan. Preparatory GRM arrangements will not displace judicial or administrative remedies.

16. Dispute Resolution

16.1 Disputes concerning the interpretation or application of this MoU shall be addressed through good-faith consultations between the focal points and, if needed, escalated to senior representatives. As this MoU is non-binding, disputes shall not be referred to arbitration or litigation under this instrument. Nothing herein limits recourse available under future binding instruments.

17. Term, Amendment, and Termination

17.1 This MoU enters into effect on the date of the last signature and remains in effect for [•] months unless extended by written concurrence. It may be amended by written concurrence of the Parties' authorised representatives. Any Party may terminate this MoU upon [•] days' written notice. Termination does not affect confidentiality obligations or lawful publication already undertaken.



18. Notices and Focal Points

18.1 Notices and routine communications under this MoU are directed to the focal points identified in Annex A. Changes to focal points are effected by written notice.

19. Miscellaneous

19.1 Nothing in this MoU creates a partnership, joint venture, employment, or agency relationship. No exclusivity is conferred unless expressly stated in Annex B and then only to the extent and duration specified. Assignment is not permitted. In the event of inconsistency between this MoU and subsequent binding instruments, the latter shall govern.

Annexes (integral to this MoU):

Annex A — Focal points and contact details.

Annex B — Optional exclusivity or pilot designation (if any).

Annex C — Initial Workplan, milestones, and deliverables.

Annex D — Pathway Roadmap from MoU to PPA, HCA, SLA, Leasing Instrument.

Annex E — Preparatory Data-Sharing Protocol and privacy safeguards.

Annex F — Communications and publication protocol (public summaries, timing).

Annex G — ESG, safeguarding, and inclusion preparatory commitments.

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA SCE**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA HOLDING AB**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA AB**

Name: _____ Title: _____ Date: _____

[Signed for and on behalf of **EUSL [•] SPV AB/SCE** (if preliminarily envisaged for Hosted Ownership)]

Name: _____ Title: _____ Date: _____

Chapter 3 — Program Participation Agreement (PPA) — Template

[PROGRAM PARTICIPATION AGREEMENT]

between

[THE GOVERNMENT/REC/AGENCY OF ____] acting through [Name of Competent Authority] (the “Participant”)

and

GLOBAL SOCIAL IMPACT ALLIANCE – GSEA SCE (the “GSEA SCE”)

—with **GSEA HOLDING AB** (“GSEA Holding”) and **GSEA AB** (“GSEA Operations”) joining as acknowledging and implementing parties—

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”) solely for Hosted Ownership matters]

(each a “Party” and together the “Parties”)

Recitals.

Recognising the GSEA constitutional architecture and the separation of functions between GSEA SCE (membership and public-interest mandate), GSEA Holding (stewardship and intellectual property), and GSEA Operations (governance-as-a-service); acknowledging the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership; and referring to the Host Country Agreement (if concluded) and the Memorandum of Understanding (if any), the Parties enter this Program Participation Agreement to establish mandate and coverage for participation in GSEA programs and to frame the binding obligations that govern subsequent instruments.

Article 1 — Definitions and Interpretation

1.1 Definitions. “Charter” means the Charter of GSEA SCE. “Flowhub” means the governance-as-a-service construct defined in the Flowhub Manual (Document 03). “Leasing Instrument” means the instrument under Document 04, including the Standard Custodianship Variant and the Hosted Ownership Variant. “HCA” means the Host Country Agreement under Chapter 1 of this Compendium. “SLA” means any Service Level Agreement between GSEA Operations and the Participant’s Competent Authority. “Ring-fenced Perimeter” means the segregated legal, financial, and records perimeter for a program or project. “Domestication” means the transfer of custody and operational control to the Participant upon readiness certification. Terms capitalised but not defined herein have the meanings assigned in Documents 03–06.

1.2 Interpretation and order of prevalence. Mandatory national public law prevails. Subject thereto, the Charter prevails over this PPA in public-interest matters; this PPA prevails over SLAs, Leasing Instruments, Implementation Agreements, and ancillary contracts; specific project-level departures expressly approved by reasoned resolution govern within their perimeter. In case of an HCA, its provisions on privileges, immunities, and ring-fencing complement this PPA.

Article 2 — Purpose, Nature, and Scope

2.1 Purpose. This PPA constitutes the binding instrument by which GSEA SCE accords mandate for the Participant’s engagement in GSEA programs and approves the use of Flowhub, subject to eligibility determinations and domestication benchmarks.

2.2 Nature. The PPA is a framework agreement that establishes rights and obligations and conditions subsequent. It does not itself authorise disbursements or procurements; such actions occur only within

ring-fenced perimeters pursuant to duly executed SLAs, Leasing Instruments, and Implementation Agreements consistent with this PPA.

2.3 Scope. Programmatic coverage, sectors, geographies, phasing, and indicia of scale are set out in **Annex A (Program Schedule and Coverage)** and may be updated by reasoned amendment.

Article 3 — Participation, Eligibility, and Pathway

3.1 Eligibility determination. The Parties adopt the outcome recorded in Annex B (Eligibility and Pathway Determination) pursuant to Document 04. The determination specifies whether the Standard Custodianship Variant or the Hosted Ownership Variant applies at inception, together with conditions precedent and time-bound cures where applicable.

3.2 Flowhub activation. Flowhub activation decisions, including variant selection, domestication benchmarks, and any exceptions to the Minimum Control Set, are adopted by GSEA SCE through reasoned resolution and recorded in Annex C (Domestication Plan and Benchmarks).

Article 4 — Governance Architecture and Separation of Functions

4.1 Separation of functions. GSEA SCE exercises mandate, policy, admissions, and oversight. GSEA Holding safeguards intellectual property, standards, and certification marks and enforces the no-distribution doctrine. GSEA Operations delivers governance-as-a-service under SLAs and operates fiduciary perimeters. The Participant's Competent Authority retains policy prerogatives within program scope, exercises countersignature rights at agreed thresholds, and assumes stewardship upon domestication.

4.2 No usurpation. No Party shall exercise functions allocated to another under the GSEA architecture, and no delegation may weaken ring-fencing, publication, or domestication covenants.

Article 5 — Instruments and Precedence

5.1 Instrument set. Implementation proceeds through SLAs, Leasing Instruments, Implementation Agreements, Data Processing Agreements, and procurement contracts, each expressly subject to this PPA and the Charter.

5.2 Precedence. In case of conflict among private instruments, the order of application is: this PPA; the Flowhub Manual (Document 03); the Leasing Framework (Document 04); the ESG and Fiduciary Framework (Document 06); the SLA; the Implementation Agreement; and the specific procurement or financing contract.

Article 6 — Fiduciary, Transparency, and Publication Covenants

6.1 Ring-fencing. All project property is held, administered, and recorded within ring-fenced perimeters, with separate bank accounts, ledgers, repositories, and access controls.

6.2 Controls. Four-eyes approvals, segregation of duties, beneficiary countersignature thresholds, procurement integrity, publication of dashboards and statements, and auditability are mandatory, as further elaborated in Documents 03, 05, and 06 and summarised in Annex G (Transparency and Publication Schedule).

6.3 No private distribution. Governance commissions and buffers are capped at five percent (5%) of relevant inflows, ring-fenced, and non-distributable, applicable only to governance services, assurance, risk mitigation, capacity building, and domestication support.

Article 7 — Data Protection and Digital Trust

7.1 Roles. Unless otherwise agreed in a Data Processing Agreement, the Participant is controller and GSEA Operations is processor for personal data processed within the perimeter.

7.2 Safeguards. Identity and access management, logging, encryption, cross-border transfers, localisation, incident handling, and privacy-preserving publication follow Document 03 (Chapter 5) and Document 12, summarised in Annex J (Data Processing Framework Outline) and finalised in the DPA.

Article 8 — Procurement Integrity and Anti-Corruption

8.1 Standards. Prohibitions on bribery, kickbacks, facilitation payments (save for immediate threat to life or liberty), fraud, collusion, coercive and obstructive practices apply to all actors. Beneficial ownership disclosure by prime vendors and significant subcontractors is mandatory.

8.2 Framework alignment. Procurement methods, evaluation transparency, protest procedures, and change-control thresholds align with Document 06 (Chapter 3) and are reflected in Annex F (Procurement Framework Alignment).

Article 9 — Finance, Subscriptions, and Cost Recovery

9.1 Subscriptions and fees. Membership subscriptions and fee models are governed by Document 13 and set out for the Participant in Annex I (Finance Schedule). Where applicable, REC-level or State-level subscriptions are recorded together with any in-kind facilitation.

9.2 Governance commission and buffers. The Flowhub governance commission and risk/capacity buffers are capped at five percent (5%) and are ring-fenced and non-distributable. Utilisation is disclosed in quarterly statements and public summaries.

9.3 No cross-subsidy without resolution. Inter-project transfers are prohibited unless authorised by reasoned resolution and documented with reciprocal entries.

Article 10 — Domestication Benchmarks, Gates, and KPIs

10.1 Plan. The Parties adopt Annex C (Domestication Plan and Benchmarks), including functional shadowing, dual-key operations, lead-role transition, system handover, legal localisation, and readiness certification criteria.

10.2 KPIs. KPI baselines, targets, and verification methods are set out in Annex D (KPI Schedule and Reporting Cadence) and embedded in SLAs.

10.3 Certification. Readiness certification is issued by the GSEA SCE oversight organ upon review of evidence, internal audit opinions, and, where appropriate, independent validation. Certification triggers transfer mechanisms without prejudice to survivals.

Article 11 — Monitoring, Audit, and Access

11.1 Oversight. GSEA SCE committees exercise oversight in accordance with Document 05. Internal Audit and external assurance providers have access to people, premises, records, and systems within legal constraints.

11.2 Reporting. Monthly cash and commitments reports, quarterly ring-fenced financials and KPI dashboards, and semi-annual procurement summaries are provided and published with lawful redactions, consistent with Annex G.

Article 12 — Hosted Ownership Variant (If Applicable)

12.1 Designation. Where the Hosted Ownership Variant is adopted, the title-holding structure, filings, non-attachment undertakings, financing covenants, and reversion timetable are specified in Annex K (Hosted Ownership Designation and Reversion).

12.2 Reversion covenant. Title and operational control revert to the Participant upon readiness certification, free of liens other than those expressly and transparently assumed in the Transfer Protocol. The covenant is self-executing subject only to mechanical completion.

Article 13 — Risk, Continuity, and Stress-Testing

13.1 Risk alignment. Enterprise and programmatic risks, KRIs, and escalation protocols align with Document 17, with perimeter-level risks recorded in Annex H (Risk, Continuity, and Stress-Testing Interface).

13.2 Continuity. Emergency payment rails, credential escrow, fall-back vendor support, and back-out criteria are established under continuity protocols. Derogations are time-limited and subject to ex post regularisation and publication.

Article 14 — Suspension, Remedies, and Dispute Resolution

14.1 Suspension and remedies. Material breaches of fiduciary controls, transparency obligations, or safeguarding trigger suspension of discretionary commitments within the affected perimeter, corrective action plans, step-in or operator replacement, and other remedies proportionate to risk, without prejudice to rights at law.

14.2 Dispute resolution. Disputes are addressed through negotiation and mediation. Failing resolution, the forum and governing law are those set by the HCA or, absent an HCA, specified in Annex L (Dispute-Resolution Details), including any narrow, necessary waiver of immunity limited to suit and enforcement and excluding execution against assets outside ring-fenced perimeters or otherwise immune by law.

Article 15 — Term, Renewal, Amendment, and Termination

15.1 Term and renewal. This PPA enters into force upon the last signature and remains effective for the period specified in Annex A, renewable by written amendment.

15.2 Amendment. Amendments are by written instrument, justified by reasoned memorandum, and published with lawful redactions.

15.3 Termination. Either Party may terminate on [•] months' notice. Termination does not affect rights and obligations necessary to close or transfer ring-fenced perimeters, including audit, access, publication, data-protection, warranties and indemnities, and dispute-resolution clauses.

Article 16 — Notices, Focal Points, and Miscellany

16.1 Notices and focal points. Contact details and designated focal points are set out in Annex M.

16.2 Assignment and exclusivity. No assignment is permitted without consent. Participation is non-exclusive unless expressly stated in an annex, time-limited, and justified by reasoned memorandum.

16.3 Relationship. Nothing herein creates a partnership, joint venture, employment, or agency relationship beyond what is necessary to perform public-interest functions under this PPA.

Annexes (integral parts of this Agreement):

Annex A — Program Schedule and Coverage (scope, sectors, geographies, phasing, indicative timelines).

Annex B — Eligibility and Pathway Determination (Standard or Hosted Ownership; conditions precedent).

Annex C — Domestication Plan and Benchmarks (gates, criteria, evidence requirements).

Annex D — KPI Schedule and Reporting Cadence (baselines, targets, verification).

Annex E — Authority Matrix Principles (countersignature thresholds; to be instantiated in SLA).

Annex F — Procurement Framework Alignment (methods, evaluation, protests, change-control).

Annex G — Transparency and Publication Schedule (documents, cadence, redaction rules).

Annex H — Risk, Continuity, and Stress-Testing Interface (KRIs, continuity protocols).

Annex I — Finance Schedule (subscriptions, governance commission cap, buffer utilisation disclosure).

Annex J — Data Processing Framework Outline (roles, DPIA triggers, localisation and transfer safeguards).

Annex K — Hosted Ownership Designation and Reversion Timetable (title filings, covenants) [if applicable].

Annex L — Dispute-Resolution Details (forum, governing law, narrow immunity waiver text if no HCA).

Annex M — Notices, Focal Points, and Specimen Delegations.

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]**

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA SCE**

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA HOLDING AB** (stewardship/IP covenants)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA AB** (implementation under SLA)

Name: _____ Title: _____ Date: _____

[Joined by **EUSL [•] SPV AB/SCE** (Hosted Ownership, if applicable)]

Name: _____ Title: _____ Date: _____

Drafting Notes (to be removed in execution version):

(a) Use the PPA to lock the governance architecture, prevalence order, and public-interest covenants; defer operational specifics to the SLA, Leasing Instrument, and Implementation Agreement.

(b) Where an HCA exists, align dispute-resolution and immunities in Annex L to the HCA. Where no HCA exists, include narrow, necessary waivers tailored to the seat and forum.

(c) Ensure Annex B reproduces the reasoned eligibility determination under Document 04 and, where Hosted Ownership applies, prepare Annex K contemporaneously with filings language.

(d) Verify that Annex G's publication schedule aligns with domestic FOI constraints while preserving GSEA's default publication rule and time-limited exceptions by reasoned resolution.

(e) Cross-reference Annex E's authority-matrix principles when drafting the SLA-specific matrix to preserve countersignature thresholds and four-eyes controls.

Chapter 4 — Service Level Agreement (SLA) — Template

[SERVICE LEVEL AGREEMENT]

between

[THE GOVERNMENT/REC/AGENCY OF ____] acting through [Name of Competent Authority] (the “Authority”)

and

GSEA AB (“GSEA Operations”)

—with **GSEA SCE** joining for mandate acknowledgement and oversight rights, and **GSEA HOLDING AB** joining for stewardship/IP acknowledgements—

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”) solely for Hosted Ownership perimeter acknowledgements]
(each a “Party” and together the “Parties”)

Recitals.

Recognising the GSEA constitutional architecture and the separation of functions between GSEA SCE (membership and public-interest mandate), GSEA Holding AB (stewardship and intellectual property), and GSEA AB (governance-as-a-service operations); referring to the Program Participation Agreement (PPA) and, where concluded, the Host Country Agreement (HCA); acknowledging the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership; and intending to define the services, standards, controls, and key performance indicators applicable to the ring-fenced project perimeter, the Parties agree as follows.

Article 1 — Definitions, Interpretation, and Precedence

1.1 Definitions. “**Charter**” means the Charter of GSEA SCE. “**Flowhub**” has the meaning set out in the Flowhub Manual (Document 03). “**Leasing Instrument**” means the instrument adopted under Document 04, including the Standard Custodianship Variant and the Hosted Ownership Variant. “**Implementation Agreement**” means the binding contract that governs delivery orchestration, procurement execution, and milestone gating for the project perimeter. “**Ring-fenced Perimeter**” means the segregated legal, financial, and records perimeter for a program or project. “**Domestication**” means the transfer of custody and operational control to the Authority upon readiness certification. Capitalised terms not defined herein have the meanings assigned in the PPA and Documents 03–06.

1.2 Interpretation. Headings do not affect interpretation. References to law include statutes, regulations, and binding administrative acts. Singular includes plural and vice versa. “Including” means “including without limitation.”

1.3 Precedence. Mandatory national public law prevails. Subject thereto, the GSEA SCE Charter and the PPA prevail in public-interest matters; this SLA prevails over the Implementation Agreement, the Leasing Instrument, and procurement or vendor contracts within the scope of services; specific annexed departures expressly authorised by reasoned resolution govern within their limited scope.

Article 2 — Parties, Nature, and Term

2.1 Parties and privity. This SLA is executed between GSEA Operations and the Authority. GSEA SCE is a joining party for mandate acknowledgement and oversight rights. GSEA Holding AB is a joining party for stewardship/IP acknowledgements. Where Hosted Ownership is adopted, the Title-Holding Vehicle is a joining party for perimeter acknowledgements without service obligations.



2.2 Nature. This SLA is a services contract that operationalises the PPA. It does not allocate beneficial ownership (which is governed by the PPA and Leasing Instrument) nor does it alter domestication covenants.

2.3 Term. The term and effective date are stated in Annex A (Commercial Terms and Term Sheet) and align with domestication gates. Renewal is subject to performance, audit opinions, and domestication progress.

Article 3 — Scope of Services (Flowhub Trio Plus)

3.1 Governance services. GSEA Operations shall provide policy translation into implementable instruments; custody of decision minutes and approvals; Secretariat liaison for board/committee interactions; publication management; and maintenance of control libraries and templates as applicable to the perimeter.

3.2 Fiduciary services. GSEA Operations shall establish and operate the ring-fenced structure; maintain separate bank accounts and ledgers; implement the authority matrix enforcing four-eyes approvals and beneficiary countersignature thresholds; manage payment processing, reconciliations, and quarterly perimeter financial statements; and coordinate independent assurance.

3.3 Delivery orchestration. GSEA Operations shall administer the approved Procurement Plan; manage solicitations, evaluations, awards, and change-control; coordinate milestone gating and acceptance; administer vendor contracts; and integrate verification requirements.

3.4 Enabling functions (“Plus”). GSEA Operations shall implement digital-trust and data-protection safeguards; operate incident classification and response; conduct risk and continuity integration; and deliver capacity-building and shadow-to-lead domestication activities pursuant to **Annex D (Domestication Plan and Benchmarks)**.

3.5 Exclusions. Services not expressly defined are excluded unless included by written amendment. GSEA Operations does not assume policy-making, sovereign functions, or legal representation of the Authority outside the defined perimeter except where expressly authorised.

Article 4 — Authority Matrix, Segregation of Duties, and Approvals

4.1 Authority matrix. The detailed matrix in **Annex B (Authority Matrix and Countersignature Thresholds)** defines initiation, review, approval, payment, reconciliation, publication, and emergency derogation roles. No person may complete a commitment or payment end-to-end.

4.2 Dual approvals and countersignature. All commitments and payments require dual approvals. For transactions above defined thresholds, one approval must be exercised by an authorised signatory of the Authority or its designated fiduciary.

4.3 Emergency derogations. Emergency derogations are permitted solely under continuity protocols set in **Annex H (Continuity Protocols)**, are time-limited, and require ex post regularisation and publication.

Article 5 — Service Levels and Time Standards

5.1 Time standards. Service levels for procurement cycle steps, payment processing post-acceptance, publication, periodic reporting, incident notifications, and audit/oversight responses are specified in **Annex C (Service Levels and Time Standards)**.

5.2 Extensions. Extensions may be requested by reasoned notice, do not waive underlying obligations, and are recorded.



Article 6 — Key Performance Indicators (KPIs) and Verification

6.1 KPI schedule. Baselines, targets, methodologies, and evidence sources are defined in Annex E (KPI Schedule and Verification Methods) and include, at minimum, fiduciary integrity, procurement integrity, delivery performance, transparency, data-protection, and domestication KPIs.

6.2 Performance tiers and remedies. KPI attainment is rated in tiers with corresponding remedies, corrective action plans, and potential suspension of discretionary commitments for persistent underperformance, as detailed in Annex E.

6.3 Verification. KPI evidence is drawn from primary records, immutable logs, acceptance certificates, and independent verification where mandated. Oversight organs and auditors have access as provided in Article 13.

Article 7 — Procurement Integrity and Contract Administration

7.1 Procurement plan. The approved plan is annexed as Annex F (Procurement Plan and Integrity Safeguards) and governs methods, evaluation criteria, protest procedures, and change-control thresholds.

7.2 Integrity controls. Blackout rules apply; conflict-of-interest disclosures and recusals are mandatory; beneficial ownership disclosures for prime vendors and significant subcontractors are required; protest and debrief procedures are established and recorded.

7.3 Contract administration. Contract dossiers include solicitations, bids/proposals, evaluations, approvals, contracts, guarantees, payment records, performance reports, variations, and close-out documents, maintained to evidentiary standards.

Article 8 — Fiduciary Controls and Reporting

8.1 Ring-fencing. Separate bank accounts, ledgers, repositories, and access controls are established and operated exclusively for the perimeter.

8.2 Cash management and payment waterfall. The waterfall and priority of payments are set out in Annex G (Financial Controls and Payment Waterfall) and include statutory charges, verified deliverables, governance commission and buffers ($\leq 5\%$), and reserves.

8.3 Periodic reporting. Monthly cash and commitments reports, quarterly ring-fenced financial statements, KPI dashboards, and semi-annual procurement summaries are prepared and published per Annex I (Reporting and Publication Schedule).

Article 9 — Data Protection and Digital Trust

9.1 Roles and DPA. The Authority is controller and GSEA Operations processor unless otherwise agreed in the Data Processing Agreement annexed as Annex J (Data Processing Agreement).

9.2 Controls. Identity and access management, logging and immutability, encryption and key management, DPIA triggers, localisation and cross-border safeguards, incident classification and timelines, and publication with privacy-preserving techniques follow Document 03 (Chapter 5) and Document 12 and are detailed in Annex K (Digital Trust and Security Profile).

Article 10 — Incidents, Cure Periods, and Escalation

10.1 Incident classes. Fiduciary, procurement, delivery, data-protection, and safeguarding incidents are classified and notified within the timelines in **Annex C**.

10.2 Containment and cure. Immediate containment measures, root-cause analysis, corrective action plans, and verification of closure are mandatory. Material incidents are reported to oversight organs and summarised for publication with lawful redactions.

10.3 Escalation. Escalation proceeds from operational leads to the GSEA SCE oversight organ and, where warranted, to the Authority's designated senior official.

Article 11 — Change Control

11.1 Scope and control changes. Changes to services, KPIs, authority matrices, or controls require a documented change request, impact analysis, and approvals under the authority matrix. Changes must maintain or strengthen control posture and respect ring-fencing and publication duties.

11.2 Material changes. Material changes require approval by the GSEA SCE oversight organ and the Authority.

Article 12 — Fees, Commission, and Cost Recovery

12.1 Fees. Fees, if any, are set out in Annex A and align with the PPA and Document 13.

12.2 Governance commission and buffers. The Flowhub governance commission and risk/capacity buffers are capped at five percent (5%) of relevant inflows, ring-fenced, non-distributable, and disclosed quarterly with line-item utilisation.

12.3 No cross-subsidy. Inter-project transfers are prohibited unless expressly authorised by reasoned resolution and reflected in reciprocal entries.

Article 13 — Audit, Oversight, and Access

13.1 Oversight. GSEA SCE oversight organs (including the Audit and Risk Committee, Procurement and Integrity Committee, Data Protection and Digital Trust Committee, and Programs and Domestication Committee) have oversight rights as per the PPA and Document 05.

13.2 Audit access. Internal Audit, external auditors, and, where agreed, the Authority's supreme audit institution have access to people, premises, records, systems, and vendors within legal constraints, with appropriate confidentiality and security.

13.3 Publication of assurance. Public summaries of audit and assurance outputs, with management responses and rectification status, are published per Annex I.

Article 14 — Domestication and Transition

14.1 Plan and gates. The Domestication Plan, gates, benchmarks, and acceptance criteria are set out in **Annex D** and align with the Leasing Instrument and Document 03.

14.2 Readiness certification. Certification by the GSEA SCE oversight organ triggers transition, to be executed under the Transfer Protocol in Annex L (Exit and Transition Protocol).

14.3 Residual support. Post-transfer advisory support, if any, is time-limited, scoped, and does not re-establish custody.

Article 15 — Hosted Ownership Variant (If Applicable)

15.1 Perimeter acknowledgement. Where Hosted Ownership applies, the Title-Holding Vehicle acknowledges the ring-fenced perimeter and reversion covenant. Title filings, non-attachment undertakings, encumbrance constraints, and financing covenants are recorded in Annex M (Hosted Ownership Designation and Filings).

15.2 Prohibitions. No private distribution, cross-collateralisation, or encumbrance that undermines reversion is permitted. Reversion is self-executing upon readiness certification, subject only to mechanical completion.

Article 16 — Grievance Redress and Stakeholder Engagement

16.1 GRM. The project-level GRM architecture, channels, service standards, appeals, and publication are set out in Annex N (Grievance Redress Mechanism) and align with Document 06 (Chapter 4).

16.2 Worker GRMs. Contractor worker GRMs must meet minimum standards and escalate unresolved cases to the project-level GRM.

Article 17 — Confidentiality, Transparency, and Publications

17.1 Publication doctrine. Publication is a default obligation and a governance control. The publication schedule, formats, and lawful redactions are set out in Annex I.

17.2 Confidentiality. Non-public information is handled under confidentiality and data-protection obligations without derogation from publication duties, which may only be time-limited and reasoned.

Article 18 — Dispute Resolution and Remedies

18.1 Tiered process. Disputes are addressed through negotiation and mediation. Failing resolution, the forum and governing law are those set in the PPA and HCA, or, absent an HCA, in Annex O (Dispute-Resolution Details).

18.2 Remedies. Suspension of discretionary commitments, corrective action plans, step-in, operator replacement, specific performance, and proportionate monetary remedies are available as provided in the PPA and Document 06.

Article 19 — Termination, Suspension, and Survival

19.1 Termination for cause or convenience. Termination terms are stated in Annex A and align with the PPA. Termination does not impair ring-fencing, record-keeping, audit access, data-protection obligations, warranties and indemnities, or publication of closure statements.

19.2 Suspension. Material control breaches may trigger suspension within the affected perimeter until cure is verified.

19.3 Survivals. Audit rights, confidentiality, data-protection, warranties and indemnities, dispute-resolution, and domestication-related obligations survive as specified.

Article 20 — Notices, Focal Points, and Miscellany

20.1 Notices and focal points. Details are set out in Annex P (Notices and Focal Points).

20.2 Assignment. No assignment without consent. Delegation to a back-to-back operator requires prior written approval and must impose equal or stricter controls, preserving audit and publication rights.

20.3 Relationship. Nothing herein creates a partnership, joint venture, or agency beyond what is necessary to perform public-interest functions.

Annexes (integral parts of this Agreement):

Annex A — Commercial Terms and Term Sheet (effective date; term; fees; invoicing; payment terms).

Annex B — Authority Matrix and Countersignature Thresholds (roles; four-eyes; emergency derogations).

Annex C — Service Levels and Time Standards (procurement cycle; payments; reporting; incidents).



Annex D — Domestication Plan and Benchmarks (gates; evidence; certification criteria).

Annex E — KPI Schedule and Verification Methods (baselines; targets; methodologies; tiers/remedies).

Annex F — Procurement Plan and Integrity Safeguards (methods; evaluation; protests; change-control).

Annex G — Financial Controls and Payment Waterfall (bank mandates; reconciliations; buffers ≤5%).

Annex H — Continuity Protocols (emergency rails; credential escrow; back-out criteria; regularisation).

Annex I — Reporting and Publication Schedule (documents; cadence; formats; redaction rules).

Annex J — Data Processing Agreement (roles; DPIA triggers; localisation; cross-border safeguards).

Annex K — Digital Trust and Security Profile (IAM; logging; SIEM; encryption/key management).

Annex L — Exit and Transition Protocol (transfer packs; bank mandates; novations; log/record handover).

Annex M — Hosted Ownership Designation and Filings (title; non-attachment; encumbrance constraints; reversion).

Annex N — Grievance Redress Mechanism (architecture; service standards; appeals; publication).

Annex O — Dispute-Resolution Details (forum; governing law; narrow immunity waiver text if no HCA).

Annex P — Notices and Focal Points (contacts; specimen signatures; specimen resolutions).

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]** (the Authority)

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA AB** (GSEA Operations)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA SCE** (mandate and oversight rights)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA HOLDING AB** (stewardship/IP covenants)

Name: _____ Title: _____ Date: _____

[Joined by **EUSL [•] SPV AB/SCE** (Hosted Ownership perimeter acknowledgements, if applicable)]

Name: _____ Title: _____ Date: _____

Drafting Notes (to be removed in execution version):

- (a) Ensure consistency with the PPA and HCA on precedence, dispute-resolution, immunities, and publication.
- (b) Populate Annex B with the exact roles and countersignature thresholds, reflecting four-eyes rules and least-privilege.
- (c) In Annex G, state the governance commission and buffer cap (≤5%) and the no-distribution rule; disclose governance-line utilisation quarterly.
- (d) Align Annex J and Annex K with domestic data-protection law (controller/processor allocation; localisation), incorporating DPIA triggers and incident timelines.
- (e) When Hosted Ownership is active, complete Annex M contemporaneously with filings language and ensure reversion mechanics sync with Annex L and the Leasing Instrument.
- (f) Audit and publication cadences in Annex I should be calendar-tied and compatible with domestic FOI regimes, using reasoned, time-limited exceptions only.

Chapter 5 — Implementation Agreement (IA) — Template

[IMPLEMENTATION AGREEMENT]

between

[THE GOVERNMENT/REC/AGENCY OF ____] acting through [Name of Competent Authority] (the “Authority”)

and

GSEA AB (“GSEA Operations”)

—with **GSEA SCE** joining solely for mandate acknowledgement and oversight rights and **GSEA**

HOLDING AB joining solely for stewardship/IP acknowledgements—

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”) solely for Hosted Ownership perimeter acknowledgements]

(each a “Party” and together the “Parties”)

Recitals.

Recognising the GSEA constitutional architecture and separation of functions between GSEA SCE (membership and public-interest mandate), GSEA Holding AB (stewardship and intellectual property), and GSEA AB (governance-as-a-service operations); referring to the Program Participation Agreement (“PPA”), the Service Level Agreement (“SLA”), and, where concluded, the Host Country Agreement (“HCA”); acknowledging the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership; and intending to define the technical, commercial, and legal terms for delivery orchestration within a ring-fenced perimeter, the Parties agree as follows.

Article 1 — Definitions, Interpretation, and Precedence

1.1 Definitions. Capitalised terms have the meanings ascribed in the PPA and SLA. In addition: “Works and Services” means the scope described in the Statement of Work; “Milestones” means time-bound outputs or stage gates defined for acceptance and payment; “Acceptance” means formal written confirmation by the Authority that a Milestone or Deliverable meets the acceptance criteria; “Vendor” means any contractor or supplier procured under this Agreement; “Variation” means an approved change to scope, time, or cost; “Payment Waterfall” means the priority of payments within the ring-fenced perimeter.

1.2 Interpretation. Headings do not affect interpretation. References to law include statutes, regulations, and binding administrative acts. Singular includes plural and vice versa. “Including” means “including without limitation.”

1.3 Precedence. Mandatory national public law prevails. Subject thereto, the GSEA SCE Charter and the PPA prevail in public-interest matters; the SLA prevails over this Agreement in service-level and control matters; this Implementation Agreement prevails over procurement contracts concluded under it within the delivery scope; specific annexed departures expressly authorised by reasoned resolution govern within their limited scope. Nothing herein alters domestication covenants or ring-fencing obligations.

Article 2 — Purpose, Nature, and Term

2.1 Purpose. This Agreement governs delivery orchestration for the ring-fenced perimeter, including technical scope, procurement execution, Milestones, acceptance, change-control, warranties, risk allocation, and payment mechanics aligned to the Payment Waterfall.

2.2 Nature. This is an implementation contract complementing the SLA. It does not allocate beneficial ownership, which is governed by the PPA and Leasing Instrument, nor does it diminish publication duties or fiduciary controls.

2.3 Term. The term, commencement date, and scheduled completion are set out in Annex A (Commercial Terms). Time is of the essence where Milestones are linked to public service continuity.

Article 3 — Scope of Works and Services

3.1 Statement of Work. The Works and Services are described in **Annex B (Statement of Work and Technical Specifications)**, including deliverables, performance standards, interoperability, and site conditions. Specifications are non-restrictive and performance-based where appropriate.

3.2 Roles. GSEA Operations administers procurement and contract management, coordinates Vendors, integrates verification and acceptance, and ensures adherence to fiduciary, publication, and ESG safeguards. The Authority provides timely inputs, access, counterpart staff for shadow-to-lead domestication, and required permits.

3.3 Interfaces. Technical interfaces with Authority systems and third parties are detailed in **Annex C (Interface Control Document)**, including data schemas, identity and access roles, and test protocols.

Article 4 — Procurement and Contracting

4.1 Procurement plan. The plan and integrity safeguards are set out in Annex D (Procurement Execution Plan) and align with the SLA and ESG Framework. Methods, evaluation criteria, protest procedures, and change-order thresholds are disclosed.

4.2 Vendor contracts. Vendor agreements incorporate step-in, audit, publication, conflict-of-interest, beneficial ownership disclosure, safeguards, and data-protection clauses. GSEA Operations signs Vendor contracts within the ring-fenced perimeter, acting solely as custodian; no Vendor acquires rights beyond the perimeter or contrary to reversion.

4.3 Local participation. Where lawful and feasible, participation of qualified local enterprises and inclusive suppliers is promoted through evaluation credits or set targets stated in Annex D.

Article 5 — Milestones, Testing, and Acceptance

5.1 Milestone schedule. Milestones, acceptance criteria, evidence, and responsible parties are set out in Annex E (Milestones, Tests, and Acceptance Criteria). Criteria are objective, measurable, and verifiable.

5.2 Testing and verification. Factory, site, and user acceptance tests follow approved protocols. Where required, independent verification is engaged per Annex E. Deviations are recorded with root-cause analysis and corrective plans.

5.3 Acceptance. Upon successful testing, the Authority issues a written Acceptance certificate. Conditional acceptance may be used where defects are minor, with defined remedy timelines and holdbacks.

5.4 Rejection. If criteria are not met, the Authority issues a rejection notice with reasons. Vendors remedy at their cost and resubmit for testing within agreed timeframes.

Article 6 — Time, Delay, and Variations

6.1 Time and extensions. GSEA Operations manages the schedule. Extensions are permitted only for excusable delays (force majeure, Authority-caused delay) and require a reasoned request with evidence; approvals are documented under the authority matrix.

6.2 Liquidated damages. Where justified and lawful, liquidated damages for delay may be applied to Vendors under their contracts; such clauses and rates are set out in Annex F (Commercial Conditions for Vendor Contracts). LDs are proportionate and not punitive.

6.3 Variations. Variations follow the change-control procedure in Annex G (Change-Control Procedure), including impact analysis on time, cost, and risk, maintenance of control posture, and approvals under the authority matrix. Variations may not dilute fiduciary, publication, or ESG safeguards.

Article 7 — Price, Payments, and Waterfall

7.1 Price basis. The pricing model (fixed price, unit rates, or hybrid) is set out in **Annex A** and **Annex F**. Any taxes and duties treatment reflects the HCA or applicable law; exemptions or refunds are documented.

7.2 Payment mechanics. Payments to Vendors are linked to accepted Milestones and paid from ring-fenced accounts under the Payment Waterfall set in **Annex H (Financial Schedule and Payment Waterfall)**. Advance payments require appropriate security and recovery schedules.

7.3 Governance commission and buffers. Cost recovery for governance services and risk/capacity buffers shall not exceed five percent (5%) of relevant inflows, is ring-fenced and non-distributable, and is disclosed quarterly.

7.4 Retentions and holdbacks. Retention amounts and release criteria are defined in **Annex F** and **Annex E** respectively.

Article 8 — Sites, Access, and Health, Safety, Environment (HSE)

8.1 Site access. The Authority grants timely access to sites, utilities, and permits required for execution.

8.2 HSE standards. Vendors comply with HSE laws and the ESG Framework (Document 06). HSE plans, method statements, and risk assessments are approved prior to works. Incidents are notified and investigated per SLA timelines.

8.3 Security. Any security personnel engaged observe human-rights-consistent conduct standards; complaints mechanisms are accessible.

Article 9 — Environmental, Social, and Inclusion Safeguards

9.1 Safeguard plans. Applicable environmental and social management plans, labour management procedures, community health and safety plans, and inclusion measures are set out in **Annex I (ESG and Inclusion Requirements)** and integrated as performance obligations in Vendor contracts.

9.2 Safeguarding. Codes of conduct, vetting, training, and survivor-centred reporting pathways are mandatory and enforced contractually.

9.3 Monitoring and publication. ESG performance is monitored and summarised for publication with lawful redactions, consistent with the transparency doctrine.

Article 10 — Data, Digital Trust, and Cybersecurity

10.1 Data roles. Controller/processor allocation follows the DPA annexed to the SLA. This Agreement applies those allocations to delivery data and systems.

10.2 Controls. Identity and access management, logging, encryption, key management, configuration baselines, and change management are implemented per Annex J (Digital Trust Profile and Technical Controls) and Document 12. Privileged access is just-in-time and logged.

10.3 Testing data. Use of production data in testing follows minimisation and masking rules. Cross-border support is safeguarded per the DPA.

Article 11 — Intellectual Property, Licences, and Documentation

11.1 IP ownership. Background IP remains with its owner. Foreground IP created specifically for the Authority is licensed or assigned as set out in **Annex K (IP and Documentation Regime)**, ensuring continuity post-domestication. GSEA Holding licenses Flowhub standards and methods on a non-exclusive, revocable, non-transferable basis within the perimeter.

11.2 Documentation. Technical, operational, and training documentation is delivered in the languages and formats specified and is a condition of Acceptance.

Article 12 — Warranties, Defects, and Performance Security

12.1 Warranties. Vendors provide warranties as to conformity, workmanship, and performance for periods stated in **Annex F**. Warranty obligations survive domestication and are assignable to the Authority.

12.2 Defects correction. Defects identified during warranty periods are corrected at Vendor cost within reasonable timeframes, failing which step-in or re-procurement may be exercised.

12.3 Performance security. Performance guarantees, if required, are stated in **Annex F** and callable to remedy breach.

Article 13 — Records, Audit, and Publication

13.1 Records. Contract dossiers, test records, Acceptance certificates, and payment artefacts are maintained in tamper-evident repositories.

13.2 Audit and access. Internal Audit, external auditors, and oversight organs have access to records, systems, and sites within legal constraints.

13.3 Publication. Notices, awards, Milestones, KPI dashboards, ESG summaries, and closure statements are published per **Annex L (Reporting and Publication Schedule)**.

Article 14 — Ring-Fencing, Title, and Hosted Ownership

14.1 Ring-fenced perimeter. All assets, contracts, accounts, and records are held and administered within the ring-fenced perimeter defined in the PPA and SLA.

14.2 Title and risk (Standard Custodianship). Beneficial ownership remains with the Authority. Risk passes as agreed at Acceptance; title follows domestic law and the Leasing Instrument.

14.3 Hosted Ownership variant. Where applicable, legal title to specified assets, systems, licences, and contractual rights vests temporarily in the Title-Holding Vehicle solely to overcome ineligibility constraints, with a binding reversion covenant to the Authority upon readiness certification. Filings and

notices reflect the ring-fenced, no-distribution, and reversion obligations. Nothing herein permits encumbrances that undermine reversion.

Article 15 — Change-Control, Value Engineering, and Lessons Learned

15.1 Change-control. All changes follow Annex G, preserving control posture and publication duties.

15.2 Value engineering. Proposals that reduce whole-life cost or improve resilience without diluting safeguards are encouraged and documented; savings distribution is addressed in Annex A.

15.3 Lessons learned. Post-Milestone reviews capture lessons for adaptive management and domestication; summaries are prepared for publication.

Article 16 — Incidents, Claims, and Dispute Resolution

16.1 Incidents. Classification, notification, containment, and cure follow SLA timelines, with publication in summary subject to lawful redaction.

16.2 Claims. Claims are notified promptly with evidence and pursued in good faith. Claims relating to Vendor performance are first addressed through the relevant contract; GSEA Operations cooperates with enforcement to protect public value.

16.3 Dispute resolution. Disputes under this Agreement follow the tiered process and forums set in the PPA and HCA, or, absent an HCA, as specified in Annex M (Dispute-Resolution Details), including any narrow, necessary waiver of immunity limited to suit and enforcement and excluding execution against assets outside ring-fenced perimeters or otherwise immune by law.

Article 17 — Force Majeure, Hardship, and Continuity

17.1 Force majeure. Performance is excused to the extent of the impediment. Ring-fencing, record-keeping, and incident notices are not suspended. Parties implement continuity protocols set in **Annex N (Continuity and Emergency Protocols)**.

17.2 Hardship. Where external shocks materially alter assumptions, equitable adjustments may be considered by reasoned resolution, preserving the public-interest mandate and publication duties.

Article 18 — Confidentiality and Data Protection

18.1 Confidentiality. Non-public information is protected under confidentiality obligations, subject to publication doctrine and lawful disclosures.

18.2 Data protection. Processing of personal data aligns with the DPA and Document 12. DPIAs are performed for high-risk processing; incidents follow agreed timelines.

Article 19 — Termination, Suspension, and Survival

19.1 Termination for cause. Material breach of fiduciary controls, publication obligations, ESG safeguards, or repeated failure to meet critical Milestones may trigger termination following cure processes.

19.2 Termination for convenience. The Authority may terminate for convenience upon notice, subject to payment for accepted deliverables and reasonable demobilisation costs as set in **Annex A**.

19.3 Suspension. The Authority or GSEA Operations may suspend within the affected perimeter where control failures or integrity concerns arise, prioritising continuity of essential services.

19.4 Survivals. Audit rights, confidentiality, data-protection, warranties, indemnities, dispute-resolution, and publication of closure statements survive termination.

Article 20 — Notices, Focal Points, and Miscellany

20.1 Notices and focal points. Details are set out in Annex O (Notices and Focal Points).

20.2 Assignment and subcontracting. No assignment without consent. Subcontracting by Vendors is controlled via approval and flow-down of obligations; undisclosed subcontracting is a material breach.

20.3 No partnership. Nothing herein creates a partnership, joint venture, or agency beyond what is necessary to perform public-interest functions.

Annexes (integral parts of this Agreement):

Annex A — Commercial Terms (term; price basis; taxes; LD parameters; demobilisation; value-engineering sharing).

Annex B — Statement of Work and Technical Specifications.

Annex C — Interface Control Document (systems, data, IAM roles, test protocols).

Annex D — Procurement Execution Plan (methods; evaluation; protests; integrity safeguards; local participation).

Annex E — Milestones, Tests, and Acceptance Criteria (evidence; verification; conditional acceptance; holdbacks).

Annex F — Commercial Conditions for Vendor Contracts (warranties; performance security; LDs; retentions).

Annex G — Change-Control Procedure (impact analysis; approvals; records; publication).

Annex H — Financial Schedule and Payment Waterfall (bank mandates; sequencing; buffers ≤5%).

Annex I — ESG and Inclusion Requirements (plans; monitoring indicators; reporting).

Annex J — Digital Trust Profile and Technical Controls (IAM; logging; encryption; configuration/change management).

Annex K — IP and Documentation Regime (ownership; licences; assignment/novation at domestication).

Annex L — Reporting and Publication Schedule (documents; cadence; formats; redaction rules).

Annex M — Dispute-Resolution Details (forum; governing law; narrow immunity waiver text if no HCA).

Annex N — Continuity and Emergency Protocols (emergency rails; credential escrow; back-out criteria; regularisation).

Annex O — Notices and Focal Points (contacts; specimen signatures; specimen resolutions).

Annex P — Hosted Ownership Designation (perimeter title list; filings; non-attachment; reversion timetable) [if applicable].

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]** (the Authority)

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA AB** (GSEA Operations)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA SCE** (mandate and oversight rights)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA HOLDING AB** (stewardship/IP covenants)

Name: _____ Title: _____ Date: _____



[Joined by **EUSL [•] SPV AB/SCE** (Hosted Ownership perimeter acknowledgements, if applicable)]

Name: _____ Title: _____ Date: _____

Drafting Notes (to be removed in execution version):

(a) Keep delivery specifics here; keep service standards and control architecture in the SLA.

Cross-reference rather than duplicate.

(b) Ensure Annex F's Vendor conditions flow down all fiduciary, ESG, data-protection, publication, and step-in rights.

(c) If Hosted Ownership applies, complete Annex P contemporaneously with registry filings and non-attachment letters; align reversion triggers with the Leasing Instrument and SLA Annex L.

(d) Verify that payment triggers in Annex E tie strictly to Acceptance evidence and, where required, independent verification.

(e) Confirm that change-control in Annex G cannot be used to dilute safeguards or alter ring-fencing, publication, or domestication covenants.

Chapter 6 — Data Processing Agreement (DPA) — Template

[DATA PROCESSING AGREEMENT]

between

[THE GOVERNMENT/REC/AGENCY OF ____] acting through [Name of Competent Authority] (the “Controller”)

and

GSEA AB (“Processor”)

—with **GSEA SCE** joining for oversight rights and **GSEA HOLDING AB** joining for stewardship/IP acknowledgements—

[and, where applicable, **EUSL [•] SPV AB/SCE** (the “Title-Holding Vehicle”) solely for Hosted Ownership perimeter acknowledgements]

(each a “Party” and together the “Parties”)

Recitals.

Recognising the GSEA constitutional architecture and the Flowhub Trio Plus doctrine; referring to the Program Participation Agreement (PPA), Service Level Agreement (SLA), and Host Country Agreement (HCA); and acknowledging obligations under applicable data-protection law and the GSEA Data Protection and Digital Trust Policy (Document 12), the Parties enter this Data Processing Agreement to govern the processing of personal data within the ring-fenced perimeter.

Article 1 — Definitions and Interpretation

1.1 Definitions. “Personal Data” means any information relating to an identified or identifiable natural person processed under this Agreement. “Processing” means any operation performed on Personal Data, including collection, storage, use, disclosure, transfer, and deletion. “Controller” means the entity determining purposes and means of processing. “Processor” means the entity processing Personal Data on behalf of the Controller. “Sub-processor” means any third party engaged by the Processor to process Personal Data. Other capitalised terms have the meanings assigned in the GSEA corpus.

1.2 Interpretation and prevalence. Mandatory national data-protection law prevails. Subject thereto, this DPA prevails over the SLA and Implementation Agreement in matters of data protection and digital trust.

Article 2 — Roles and Allocation of Responsibilities

2.1 Controller. The Controller determines purposes and means of processing, ensures lawful basis, and provides documented instructions to the Processor.

2.2 Processor. The Processor processes Personal Data only on documented instructions from the Controller, including transfers to third countries, unless required by law. The Processor shall notify the Controller if instructions infringe applicable law.

2.3 Sub-processors. The Processor may engage Sub-processors only with prior written authorisation from the Controller and shall flow down obligations equivalent to this DPA. A public or Member-accessible Sub-processor register is maintained and updated prior to engagement or material changes.

Article 3 — Scope, Nature, and Purpose of Processing

3.1 Scope. Processing activities are limited to those necessary for governance, fiduciary, delivery orchestration, MEL, and publication obligations under the SLA and Implementation Agreement.

3.2 Nature and purpose. Processing includes identity verification, access control, logging, financial and procurement record management, KPI tracking, and grievance handling, solely for public-interest program execution and domestication readiness.

3.3 Categories of data subjects. Data subjects may include Authority staff, GSEA staff, vendor personnel, community stakeholders, and beneficiaries, as detailed in **Annex A (Data Categories and Subject Types)**.

3.4 Categories of Personal Data. Categories include identification data, contact details, employment data, financial identifiers, and, where necessary, sensitive data for safeguarding or inclusion monitoring, as detailed in Annex A.

Article 4 — Lawful Basis and Instructions

4.1 Lawful basis. The Controller warrants that all processing under this Agreement has a lawful basis under applicable law and that data subjects are informed of processing consistent with transparency obligations.

4.2 Instructions. The Processor acts only on documented instructions, including with respect to transfers, retention, and deletion. Instructions are recorded and retained in tamper-evident repositories.

Article 5 — Security Measures

5.1 Technical and organisational measures. The Processor implements measures proportionate to risk, including:

- (a) identity and access management with least-privilege and multi-factor authentication;
- (b) encryption of data at rest and in transit;
- (c) key management under dual-control principles;
- (d) immutable logging and SIEM monitoring;
- (e) segregation of environments (development, test, production);
- (f) secure configuration baselines and change-control;
- (g) vulnerability management and patching;
- (h) incident detection and response protocols.

5.2 Documentation. Measures are documented in Annex B (Technical and Organisational Measures) and reviewed periodically.

Article 6 — Data Transfers and Localisation

6.1 Cross-border transfers. Transfers outside the Host State occur only where permitted by law and under safeguards such as adequacy decisions, standard contractual clauses, or equivalent mechanisms.

6.2 Localisation. Where domestic law requires localisation, the Processor deploys in-region infrastructure and ensures support operations do not compromise localisation.

6.3 Hosted Ownership. Where Hosted Ownership applies, title arrangements do not alter data-protection obligations; data remains under the Controller's sovereignty.

Article 7 — Sub-processors

7.1 Authorisation. Sub-processors require prior written approval from the Controller.

7.2 Flow-down obligations. Sub-processor contracts replicate obligations under this DPA, including security, confidentiality, audit rights, and incident notification.

7.3 Register. The Processor maintains and publishes a Sub-processor register with names, services, and locations.

Article 8 — Data Subject Rights

8.1 Assistance. The Processor assists the Controller in responding to data-subject requests (access, rectification, erasure, restriction, portability, objection) within statutory timelines.

8.2 Verification and logging. Identity verification and logging of requests and responses are mandatory. Restrictions for safeguarding or legal obligations are documented with reasons.

Article 9 — Breach Notification and Incident Response

9.1 Notification. The Processor notifies the Controller without undue delay and within the timeline specified in **Annex C (Incident Response Protocol)** upon becoming aware of a Personal Data breach.

9.2 Content. Notifications include nature of breach, categories and approximate number of data subjects and records, likely consequences, and measures taken or proposed.

9.3 Cooperation. The Processor cooperates with the Controller and supervisory authorities in investigations and remediation.

Article 10 — Audit and Compliance

10.1 Audit rights. The Controller, GSEA SCE oversight organs, and independent auditors may audit compliance with this DPA, subject to reasonable notice and confidentiality safeguards.

10.2 Reports. The Processor provides compliance reports, certifications, and evidence of technical and organisational measures upon request.

Article 11 — Confidentiality

11.1 Duty. The Processor ensures that persons authorised to process Personal Data are bound by confidentiality obligations.

11.2 Survivals. Confidentiality obligations survive termination of this DPA.

Article 12 — Retention and Deletion

12.1 Retention. Personal Data is retained only for the duration necessary to fulfil purposes and legal obligations.

12.2 Deletion or return. Upon termination or domestication, Personal Data is securely deleted or returned to the Controller, save for records lawfully retained for audit or dispute resolution. Deletion is evidenced by destruction certificates.

Article 13 — Liability and Indemnity

13.1 Liability. Each Party is liable for breaches of its obligations under this DPA to the extent permitted by law.

13.2 Indemnity. The Processor indemnifies the Controller for direct losses arising from proven breaches of this DPA caused by the Processor's negligence or wilful misconduct.

Article 14 — Term, Amendment, and Termination

14.1 Term. This DPA enters into force upon signature and remains effective for the term of the SLA or until all Personal Data is deleted or returned.

14.2 Amendment. Amendments require written agreement and are published with lawful redactions.

14.3 Termination. Termination does not affect obligations relating to confidentiality, audit, retention, deletion, or dispute resolution.

Article 15 — Governing Law and Dispute Resolution

15.1 Law and forum. Governing law and forum are those specified in the PPA and HCA, or, absent an HCA, in Annex D (Dispute-Resolution Details).

15.2 Immunity waiver. Where required, a narrow waiver of immunity limited to suit and enforcement is included, excluding execution against assets outside ring-fenced perimeters or otherwise immune by law.

Annexes (integral parts of this Agreement):

Annex A — Data Categories and Subject Types (personal data fields; sensitivity classification).

Annex B — Technical and Organisational Measures (IAM; encryption; logging; SIEM; vulnerability management).

Annex C — Incident Response Protocol (classification; timelines; notification content; escalation).

Annex D — Dispute-Resolution Details (forum; governing law; narrow immunity waiver text if no HCA).

Annex E — Sub-processor Register (names; services; locations; approval status).

Annex F — Retention and Deletion Schedule (categories; retention periods; deletion methods).

Execution Blocks (Template):

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]** (Controller)

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **GSEA AB** (Processor)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA SCE** (oversight rights)

Name: _____ Title: _____ Date: _____

Acknowledged by **GSEA HOLDING AB** (stewardship/IP covenants)

Name: _____ Title: _____ Date: _____

[Joined by **EUSL [•] SPV AB/SCE** (Hosted Ownership perimeter acknowledgements, if applicable)]

Name: _____ Title: _____ Date: _____

Drafting Notes (to be removed in execution version):

(a) Align Annex B with domestic cybersecurity standards and GSEA's Digital Trust Policy; include encryption algorithms, key rotation intervals, and SIEM alert thresholds.

(b) Ensure Annex C's breach timelines meet statutory requirements; include escalation to supervisory authorities and publication obligations.

(c) Confirm Annex F retention periods comply with domestic law and GSEA's minimisation principles; destruction certificates must be hash-anchored and dual-signed.

(d) Where Hosted Ownership applies, verify that title arrangements do not affect controller/processor roles or sovereignty over data.

(e) Cross-reference SLA Annex J and Annex K for consistency in IAM, logging, and incident handling.

Chapter 7 — Side Letters and Special Conditions — Template

[SIDE LETTER AND SPECIAL CONDITIONS]

to the

[PROGRAM PARTICIPATION AGREEMENT / HOST COUNTRY AGREEMENT / SERVICE LEVEL AGREEMENT / IMPLEMENTATION AGREEMENT / LEASING INSTRUMENT]

dated [•] (the “Underlying Instrument”)

between

[THE GOVERNMENT/REC/AGENCY OF ____] acting through **[Name of Competent Authority]** (the “Public Party”)

and

[GSEA SCE / GSEA HOLDING AB / GSEA AB] [and, where applicable, **EUSL [•] SPV AB/SCE** as the **Title-Holding Vehicle**]

(each a “Party” and together the “Parties”)

Preamble.

In furtherance of the GSEA constitutional architecture and the separation of functions between GSEA SCE (public-interest mandate), GSEA Holding AB (stewardship and intellectual property), and GSEA AB (operations under SLAs); recalling the Flowhub Trio Plus doctrine of temporary, benchmarked custodianship with domestication to national ownership; and seeking to record narrowly tailored special conditions necessary for lawful operability, the Parties agree as follows.

Article 1 — Definitions, Interpretation, and Status

1.1 Definitions. Capitalised terms not defined herein have the meanings assigned in the Underlying Instrument and, as applicable, in Documents 03–06 of the GSEA corpus.

1.2 Interpretive status. This Side Letter is a binding ancillary instrument that clarifies, calibrates, or supplements the Underlying Instrument for the limited purposes stated herein. It does not amend core obligations unless expressly stated as an amendment and approved under the governance procedures of the Underlying Instrument.

1.3 Prevalence and non-derogation. In public-interest matters, mandatory national public law prevails; subject thereto, the GSEA SCE Charter prevails over this Side Letter and the Underlying Instrument. Nothing herein may dilute or derogate from: (i) ring-fencing of assets and records; (ii) segregation of duties and dual approvals; (iii) publication duties; (iv) anti-corruption and procurement integrity; (v) data-protection safeguards; (vi) domestication benchmarks; or (vii) reversion covenants under Hosted Ownership. Any conflicting clause is void and of no effect unless expressly approved by reasoned resolution of the competent GSEA SCE oversight organ and recorded for publication with lawful redactions.

Article 2 — Purpose and Scope

2.1 Purpose. To address jurisdiction-specific requirements, transitional accommodations, technical clarifications, or calendaring adjustments that are impracticable to incorporate into the main text of the Underlying Instrument without affecting its generality.

2.2 Scope limitation. This Side Letter applies solely to the ring-fenced perimeter(s) listed in **Schedule 1** and within the term stated in **Schedule 2**. It does not create obligations outside the Underlying Instrument’s subject matter.

Article 3 — Conditions Precedent and Subsequent

3.1 Conditions precedent (if any). The effectiveness of specified clauses of the Underlying Instrument is subject to fulfilment of the items listed in Schedule 3 (Conditions Precedent) by the dates set therein. Evidence of fulfilment shall be recorded in the instrument register.

3.2 Conditions subsequent (if any). Minor deficiencies that do not impair continuity or fiduciary integrity may be cured within the time limits set in Schedule 4 (Conditions Subsequent). Failure to cure constitutes a remediable breach under the Underlying Instrument.

Article 4 — Special Conditions

4.1 Banking and ring-fencing adjustments.

(a) **Non-set-off confirmations.** The Parties append bank letters recognising non-set-off and lien limitations for the ring-fenced accounts listed in Schedule 5.

(b) **Cut-over calendars.** Payment cut-off times and public-holiday calendars applicable to service-level timing are stated in Schedule 6.

4.2 Tax and customs facilitation. Where permitted by law, the procedures in Schedule 7 implement VAT/excise relief or refund mechanisms and customs clearances for official imports under the Underlying Instrument, without prejudice to publication and audit.

4.3 Localisation and data residency. Hosting locations, permitted cross-border support arrangements, and supervisory liaison are set out in Schedule 8, consistent with the DPA and domestic law. No provision shall transfer controller prerogatives from the Public Party absent a DPA amendment.

4.4 Procurement and local participation. Targeted local participation measures, evaluation credits, or reserved lots (where lawful) are specified in Schedule 9, together with verification and publication methods. These measures shall not undermine competition or value-for-money.

4.5 KPI and service-level calibrations. Contextual KPI baselines and cut-over timings are adjusted in **Schedule 10** without reducing control strength or publication cadence established in the SLA.

4.6 Publication timing windows. Where domestic law or safeguarding requires delayed disclosure, **Schedule 11** sets narrowly tailored, time-limited delays with legal basis citations, redaction scope, and automatic review dates. Publication remains the default.

4.7 Insurance endorsements. Endorsements naming the Public Party as additional insured and loss payee, and the ring-fenced perimeter as beneficiary, are listed in **Schedule 12** with certificate references.

4.8 Hosted Ownership clarifications (if applicable).

(a) **Title lists and filings.** The hosted assets, systems, licences, and contractual rights are enumerated in **Schedule 13**, with registry references and non-attachment undertakings.

(b) **Financing covenants.** Any perimeter-specific financing covenants acknowledge no-distribution and reversion; texts are set out in Schedule 14.

(c) **Lien release timetable.** Reversion readiness milestones for clean title are set in Schedule 15.

4.9 IP and licensing adjustments. Narrow deviations for legacy systems or third-party licence stacking are set out in **Schedule 16**, preserving continuity and post-domestication use rights for the Public Party.

4.10 Continuity and emergency protocols. Site-specific emergency rails, credential escrow locations, and back-out criteria are consolidated in Schedule 17, consistent with the continuity annexes to the SLA/IA.

Article 5 — Transparency, Registers, and Publication

5.1 Publication. This Side Letter (and its Schedules, subject to lawful redaction) shall be published in accordance with the transparency doctrine and the Reporting and Publication Schedule of the Underlying Instrument.

5.2 Registers. All approvals, bank letters, supervisory correspondences, and certificates referenced herein are maintained in tamper-evident repositories, with integrity hashes recorded in the instrument register.

Article 6 — Governance Approvals and Evidence

6.1 Oversight approval. Where any clause herein affects reserved matters (e.g., publication delays, Hosted Ownership covenants, KPI tier calibrations), it becomes effective only upon a reasoned resolution of the competent GSEA SCE oversight organ. Evidence of such approval is appended as **Schedule 18**.

6.2 Legal sufficiency. The Public Party confirms that adoption of this Side Letter is within its lawful competence. Where parliamentary or ministerial approvals are required, certified copies are appended in **Schedule 19**.

Article 7 — Remedies, Term, and Sunset

7.1 Remedies. Breach of a clause herein constitutes a breach of the Underlying Instrument and is subject to the same suspension, cure, and sanctioning regime, without prejudice to continuity.

7.2 Term and sunset. This Side Letter enters into force upon the last signature and remains in effect until the earlier of: (i) the expiry or termination of the Underlying Instrument; (ii) the domestication date for the relevant perimeter; or (iii) the date specified in Schedule 2. Clauses designed solely for transition shall sunset automatically upon completion and publication of the corresponding milestone.

7.3 Survival. Record-keeping, audit access, confidentiality, data-protection, warranties and indemnities, and dispute-resolution provisions survive as per the Underlying Instrument.

Article 8 — No Waiver of Core Covenants; Severability

8.1 No waiver. Nothing herein waives or limits ring-fencing, segregation of duties, dual approvals, anti-corruption rules, publication duties, data-protection safeguards, domestication benchmarks, or reversion covenants. Any purported waiver is null unless expressly approved under Article 6.1 and recorded for publication.

8.2 Severability. If any provision herein is held invalid, the remainder remains in force, and the Parties shall, in good faith, adopt a lawful substitute that preserves the original intent and control strength.

Article 9 — Dispute Resolution, Law, and Notices

9.1 Dispute resolution and governing law. Disputes under this Side Letter follow the forum and governing law specified in the Underlying Instrument (or related HCA/PPA). Where required, a narrow immunity waiver—limited to suit and enforcement and excluding execution against assets outside ring-fenced perimeters—applies.

9.2 Notices. Notices under this Side Letter shall follow the notice provisions and focal points of the Underlying Instrument, unless modified in **Schedule 20**.



Execution Blocks (Template)

Signed for and on behalf of **[THE GOVERNMENT/REC/AGENCY OF ____]** (Public Party)

Name: _____ Title: _____ Date: _____

Signed for and on behalf of **[GSEA SCE / GSEA HOLDING AB / GSEA AB]**

Name: _____ Title: _____ Date: _____

[Joined by **EUSL [•] SPV AB/SCE** (Title-Holding Vehicle, if applicable)]

Name: _____ Title: _____ Date: _____

Schedules (integral parts of this Side Letter)

- **Schedule 1** — Covered Ring-Fenced Perimeter(s) (IDs, scopes).
- **Schedule 2** — Term, Sunset, and Review Dates.
- **Schedule 3** — Conditions Precedent (evidence list; due dates).
- **Schedule 4** — Conditions Subsequent (cure items; timelines; owners).
- **Schedule 5** — Bank Non-Set-Off and Lien-Limitation Letters (account numbers; banks).
- **Schedule 6** — Calendars and Cut-Off Times (payments; procurement; publication).
- **Schedule 7** — Tax and Customs Facilitation Procedures (references to HCA Annexes).
- **Schedule 8** — Localisation and Cross-Border Support Map (hosting locations; safeguards; supervisory liaison).
- **Schedule 9** — Local Participation and Inclusive Procurement Measures (targets; verification; publication).
- **Schedule 10** — KPI and Service-Level Calibrations (baselines; timing windows; evidence).
- **Schedule 11** — Publication Timing Windows and Lawful Redactions (legal bases; expiry triggers).
- **Schedule 12** — Insurance Endorsements and Certificates (additional insured; loss payee).
- **Schedule 13** — Hosted Ownership Title Lists and Filings (registry entries; non-attachment).
- **Schedule 14** — Financing Covenants (no-distribution; reversion acknowledgements).
- **Schedule 15** — Lien-Release and Reversion Readiness Timetable.
- **Schedule 16** — IP and Licensing Adjustments (legacy licences; assignment/novation plan).
- **Schedule 17** — Continuity and Emergency Protocols (emergency rails; credential escrow; back-out criteria).
- **Schedule 18** — GSEA SCE Oversight Approvals (resolutions; dates; excerpts).
- **Schedule 19** — Public Party Legal Authorities (ministerial/parliamentary approvals).
- **Schedule 20** — Notices and Focal Points (updates, if any).



Drafting Notes (to be removed in execution version):

1. Use a Side Letter for calibrations and clarifications; use a formal amendment when altering obligations, risk allocation, or remedies.
2. Any publication delay must cite legal basis, be time-limited, and include an automatic review date.
3. Hosted Ownership schedules must list all titled assets and filings and map lien releases to domestication gates; include non-attachment letters from registries and banks.
4. KPI/service-level adjustments may move timing but must not weaken control strength, ring-fencing, or verification requirements.
5. Keep Side Letters short-lived; build durable rules into the main instrument set during the next revision.
6. Ensure instrument-register entries (hashes, timestamps) are created at signature and upon each schedule update; prepare a public summary for the portal.