

European Cloud Computing Research Alliance AISBL (in abbreviation “**EUCLORA**)

Internal Rules

version 1.0 – 1 February 2026

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Document control

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| Version and date | These Internal Rules are version v1.0, adopted by the General Assembly on 1 February 2026. |
| Authoritative copy | The authoritative and current version of these Internal Rules is the version published in the Members’ area. |
| Change log | A change log summarising amendments (date, approving body, and brief description) is maintained in the Members’ area. |

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1 Purpose, scope, and hierarchy

- 1.1 These Internal Rules (the “Internal Rules”) regulate EUCLORA’s internal organisation, clarify roles, and set out procedural rules and ethical standards not detailed in the Articles of Association (the “AoA”). They apply to all Members, Directors (members of the Management Board), officers, committee participants, and staff/contractors acting on behalf of the Association.
- 1.2 The Internal Rules are published to Members in the Association’s Members’ area and may be shared with third parties only where necessary and authorised under these Internal Rules or a decision of the Management Board.
- 1.3 In the event of contradiction, the following hierarchy applies:
 - a) mandatory provisions of Belgian law, in particular the Belgian Code on Companies and Associations (the “CAC”);
 - b) the AoA;
 - c) decisions of the General Assembly;
 - d) these Internal Rules;
 - e) policies and procedures adopted under these Internal Rules (including Codes of Conduct, competition-law guidelines, data-protection policies, and similar);
 - f) decisions of the Management Board.
- 1.4 Policies and procedures adopted under these Internal Rules are binding on the persons to whom they apply and are published in the Association’s Members’ area. For the avoidance of doubt, the adoption, amendment, or repeal of a Policy does not constitute an amendment of these Internal Rules and must remain consistent with the AoA and these Internal Rules.
- 1.5 Interpretation. Capitalised terms have the meanings given in Section 4. Headings are for convenience only and do not affect interpretation.

2 Policies adopted under these Internal Rules

- 2.1 Policy status and hierarchy. The Management Board may adopt, maintain, amend, and repeal operational policies and procedures (“Policies”) to implement these Internal Rules, provided that such Policies remain consistent with the AoA and these Internal Rules. In case of conflict, the AoA and these Internal Rules prevail.
- 2.2 Binding effect and publication. Policies are binding on Members, Directors, and staff to the extent that they apply to them. The current versions of Policies are published in the Members’ area.
- 2.3 Entry into force. A Policy enters into force on the date specified in the Policy, or, if no date is specified, on the date of publication in the Members’ area.
- 2.4 Initial Policies. The Management Board shall adopt and maintain, at a minimum, the following Policies (as applicable). This list is non-exhaustive:
 - a) SEAL-4 Governance and Operations Policy

- b) Open-Source Stewardship Policy
- c) Competition Law Policy (including meeting guidelines)
- d) Data Protection and Privacy Policy
- e) Communications and Social Media Policy
- f) Safeguarding / Anti-harassment Policy
- g) Procurement Policy
- h) Anti-corruption Policy
- i) Expenses and Travel Policy

2.5 Member notice. The Association notifies Members of the adoption or material amendment of a Policy by email and/or notice in the Members' area.

3 Governance and operational requirements for SEAL-4 compliance

3.1 Commitment

3.1.1 The Association shall be governed and operated in accordance with SEAL-4 (Full Digital Sovereignty), as defined in Section 4, on a continuous basis.

3.2 Scope of sovereignty controls

3.2.1 For the purposes of compliance with SEAL-4, the Association's governance and operations shall apply sovereignty controls, at a minimum, to:

- a) governance and membership records (including registers, minutes, and resolutions);
- b) the Members' area and document repositories;
- c) identity and access management for privileged roles;
- d) source-code stewardship and release processes for Association-managed projects (including administrative access and signing keys);
- e) financial administration and banking access;
- f) any systems designated as "Critical Systems" under a Policy adopted pursuant to this Section; and
- g) the Association's Protected Assets, including (without limitation) the InnoFabric source code and repositories, specifications and RFC series, release signing keys and credentials, domains and DNS, trademarks and brand assets (including "InnoFabric"), and any intellectual property and contractual rights necessary to steward and publish Association outputs.

3.2.2 Protected Assets – control requirement. Protected Assets must remain under EUCLORA governance and control in a manner consistent with SEAL-4. The Association shall not transfer, encumber, or grant third-party control rights over Protected Assets in a manner that would undermine SEAL-4 compliance, except as permitted under a Policy adopted pursuant to this Section and consistent with the AoA.

3.3 Implementation requirements

3.3.1 Hosting and storage. Systems and data within scope shall be hosted and stored in the EU/EEA, including backups, unless an exception is approved under a Policy adopted pursuant to this Section.

- 3.3.2 Privileged access. Privileged access (administrator, owner, or equivalent control rights) to systems within scope shall be limited to persons and service providers meeting the requirements set out in the relevant Policy, and shall be protected by strong authentication and least-privilege access controls.
- 3.3.3 Critical vendors and subprocessors. Critical vendors and subprocessors for in-scope systems shall be selected and contracted in a manner that preserves SEAL-4 compliance (including jurisdiction, subcontractor controls, and audit rights), as set out in the relevant Policy.
- 3.3.4 Policies required. The Board shall adopt and maintain a SEAL-4 Governance and Operations Policy setting out (a) objective eligibility criteria for privileged access and vendor selection; (b) a register of in-scope systems, Protected Assets, and designated Critical Systems; (c) minimum technical controls (including key management and administrative separation of duties); (d) an exceptions process with documented risk acceptance; and (e) monitoring and audit procedures.

4 Definitions

For the purposes of these Internal Rules:

- “AoA” means the Articles of Association of EUCLORA, as amended from time to time.
- “Associate Member” means a Category B member without voting rights in the General Assembly.
- “Association” means European Cloud Computing Research Alliance AISBL (“EUCLORA”).
- “Business Day” means a day other than a Saturday, Sunday, or public holiday in Belgium.
- “CAC” means the Belgian Code on Companies and Associations.
- “Contribution” has the meaning set out in Section 6.6.1.
- “Effective Member” means a Category A member with voting rights in the General Assembly.
- “Executive Manager” means the person appointed by the Board, if any, responsible for day-to-day management.
- “General Assembly” or “GA” means the governing body of the Association composed of Effective Members.
- “InnoFabric” has the meaning set out in the AoA and refers to the Association’s open architecture and reference implementation for a unified European control-plane, including the InnoFabric RFC Series.
- “Management Board” or “Board” means the management board of the Association as defined in the AoA.
- “Members’ area” means the Association’s secure online area or portal made available to Members for access to Association documents, Policies, and notices.
- “Officer” means the President, Vice-President, and Treasurer (if any), as applicable.

- “Policy” means a binding operational policy adopted under these Internal Rules, consistent with the AoA and these Internal Rules.
- “SEAL-4” means “Full Digital Sovereignty” as defined in the European Commission Cloud Sovereignty Framework (v1.2.1, Oct 2025).
- “Working Group” means a time-bounded group established under Section 10 to advance a defined work item.

5 Working language

- 5.1 The working language of the Association is English. The official language for administrative and judiciary matters is French, as stated in the AoA.
- 5.2 Where French language versions are required for filings or authorities, the French text prevails for that purpose. For the Association’s operational work, the English version is authoritative unless the Board decides otherwise for a specific document.

6 Membership

6.1 Categories and sub-categories

- 6.1.1 The Association has two categories of Members: Effective Members and Associate Members, as defined in the AoA.
- 6.1.2 The Association seeks to involve Associate Members as much as reasonably practicable in its operational work. While Associate Members have no voting rights in the General Assembly, their contributions are valued. Associate Members may participate in selected activities relevant to their expertise and may attend meetings upon invitation of the Board, in accordance with the AoA and any applicable meeting procedures.
- 6.1.3 To reflect the Association’s multi-stakeholder nature, the Board may define non-exclusive sub-categories (e.g., research institutions, public-sector bodies, cloud/edge operators, software contributors, and individuals). Sub-categories do not change voting rights unless the AoA is amended.

6.2 Admission process

- 6.2.1 Applications are submitted in the form and manner determined by the Board. The Board may publish application forms, required supporting documents, and guidance notes in the Members’ area or on the Association’s website.
- 6.2.2 Effective Members. The Board verifies admission requirements and may provisionally appoint an applicant as an Effective Member with immediate effect, subject to ratification by the next GA, in accordance with the AoA.
- 6.2.3 Associate Members may be admitted by decision of the Board. Admission does not require GA ratification.
- 6.2.4 The Association maintains a Members’ register in accordance with the CAC and the AoA.

6.3 Member obligations and conduct

- 6.3.1 All Members must comply with the obligations set out in the AoA and act loyally, with integrity, respect, and dignity towards the Association and other Members.
- 6.3.2 Members must avoid actions that could compromise the Association's reputation, neutrality, openness, or interoperability objectives. Members must ensure their representatives are aware of, and comply with, these Internal Rules.
- 6.3.3 Competition-law compliance. Members must comply with Section 12 and any Competition Law Policy adopted under these Internal Rules. The chair of any meeting may intervene to ensure compliance, including by stopping discussion and recording the intervention in the minutes.

6.4 Public acknowledgement; name and logo

- 6.4.1 Unless a Member notifies the Board in writing of a reasonable objection, Members agree that their names and logos may be listed on the Association's website and in public communications as members of the Association.
- 6.4.2 Use of the Association's name and logo by Members is limited to indicating membership and participation in Association activities and must follow any Brand/Communication Policy adopted under these Internal Rules. Any independent commercial use requires prior written authorisation from the Board.

6.5 Membership fees and invoicing

- 6.5.1 Fees set by GA. Annual membership fees (and any one-off admission fees, if applicable) are set by the General Assembly.
- 6.5.2 Invoicing. Fees are invoiced annually in advance. For Members admitted during a membership year, the Board may invoice a pro-rated fee for the remainder of that year (or a full-year fee if stated in the fee schedule approved by the General Assembly).
- 6.5.3 Due date. Invoices are payable within 30 days of the invoice date, unless the invoice states a different due date.
- 6.5.4 Payment method and charges. Fees are payable in EUR. Where available, payment shall be made by SEPA Credit Transfer (SHA). The Member is responsible for any charges applied by its own bank. The Association bears any charges applied by its own bank. Any fees or intermediary charges arising from payment methods outside SEPA are borne by the paying Member.
- 6.5.5 Late payment. If an invoice remains unpaid after the due date, the Board may send reminders and may apply a reasonable administrative fee and/or late-payment interest, provided such measures are applied in a non-discriminatory manner and consistent with applicable law.
- 6.5.6 Measures in case of non-payment. Depending on circumstances and without prejudice to the AoA, the Board may: (a) send formal reminders; (b) where the conditions for suspension

under the AoA are met, temporarily suspend the Member’s voting rights and/or attendance rights at the General Assembly for the duration of the default; and/or (c) propose exclusion in accordance with the AoA.

- 6.5.7 Non-refundability. Membership fees are non-refundable, without prejudice to any correction of invoicing errors or overpayments.

6.6 Contributions governed under the sovereignty requirements

- 6.6.1 Scope. Any contribution made to, for, or under the auspices of the Association (a “Contribution”) is subject to the Association’s governance and the sovereignty requirements set out in Section 3. A Contribution includes, without limitation: code, documentation, specifications, RFCs, test data, reference deployments, design materials, operational procedures, datasets, benchmarks, and other work products submitted to an EUCLORA repository, Working Group, committee, or Board/GA process, or otherwise represented as an EUCLORA deliverable.
- 6.6.2 Governance and control. Contributions must be submitted, reviewed, accepted, and maintained only through EUCLORA-controlled processes and systems designated for that purpose (including the Association’s repositories, registers, and Working Group procedures), operated in accordance with the sovereignty requirements set out in Section 3 and applicable Policies adopted under these Internal Rules.
- 6.6.3 No conflicting contribution terms. A Member (and its representatives) must not impose terms, technical controls, or side agreements on a Contribution that conflict with the AoA, these Internal Rules, or any applicable EUCLORA Policy (including open-source stewardship, security, and the sovereignty requirements set out in Section 3). Any such conflicting terms have no effect as against the Association.
- 6.6.4 Required instruments. Where the Association adopts Contributor Licence Agreements, inbound=outbound licensing rules, developer certificate-of-origin requirements, or similar instruments under a Policy, Members and contributors must comply as a condition of making Contributions.
- 6.6.5 Assurance. The Board may refuse, quarantine, or roll back any Contribution where acceptance or integration would breach the sovereignty requirements set out in Section 3 or applicable Policies, or where provenance, licensing, or security cannot be validated to the Association’s satisfaction.

7 General Assembly

- 7.1 The GA is convened and operates in accordance with the AoA. These Internal Rules provide practical arrangements that do not derogate from the AoA.
- 7.2 Participation. Effective Members should treat attendance and active participation as a duty. Effective Members that are legal persons must appoint representatives with sufficient seniority and decision-making authority.

- 7.3 Proxies. Proxy rules in the AoA apply. Proxies must be sent to the Board (or its delegate) in advance of the meeting by e-mail or other written means authorised by the Board.
- 7.4 Remote meetings. Where a GA is held fully or partly by electronic means, the convening notice must include joining details and any procedural rules (e.g., identity verification, speaking order, and voting method).
- 7.5 Minutes. Minutes are recorded and kept in the digital register as required by the AoA. Draft minutes should be circulated to Effective Members within a reasonable time after the meeting, and the version signed by the President is stored in the register.
- 7.6 Deadlock (tie votes). In the event of a tie, the resolution is deemed rejected.

8 Management Board and officers

8.1 General terms and conditions

- 8.1.1 Composition, appointment, term, and powers are governed by the AoA. The Board should strive for a composition reflecting the diversity of the Association (e.g., academia, public operators, industry, and individual contributors where relevant).
- 8.1.2 Duty to participate. Directors should attend Board meetings and participate actively. Repeated absences without due cause may be recorded in the minutes and may be taken into account in nomination or removal discussions.
- 8.1.3 Collegial decision-making. The Board should strive for consensus. Where a vote is required, the AoA voting rule applies.
- 8.1.4 Deadlock (tie votes). Management Board: In the event of a tie, the President has a casting vote.
- 8.1.5 Officers. The President, Vice-President, and Treasurer are appointed by the GA upon proposal of the Board, in accordance with the AoA. The Board may define practical role descriptions (e.g., delegation to the Executive Manager) provided these remain consistent with the AoA and the CAC.
- 8.1.6 The President acts in the interest of the Association as a whole and shall not be regarded as the representative of any Member. In performing the President's duties, the President shall not accept instructions from any Member or third party, and shall not express a position, cast a vote, or otherwise act on behalf of any Member.
- 8.1.7 Nothing in this Section limits the President's rights and obligations as an individual Member (if applicable), provided that any such participation is clearly made in that personal capacity and remains subject to the Conflicts of interest and Confidentiality, records, and communications provisions of these Internal Rules.
- 8.1.8 Written resolutions (Management Board). The Management Board may adopt decisions by written resolution, including by email or an electronic approval workflow, provided that the

proposed decision text is circulated to all Directors and a clear approval deadline is set. A written resolution is adopted when approved by the required majority under the AoA. Written resolutions must be recorded in the digital register and reported at the next Board meeting.

- 8.1.9 Minutes and register. Minutes of Management Board meetings and written resolutions are recorded and kept in the digital register as required by the AoA. Draft minutes should be circulated to Directors within a reasonable time, and the approved version is stored in the register. Access to the digital register is granted to Directors in accordance with the AoA. The Board may, where appropriate, publish a non-confidential summary of decisions to Members via the Members' area, in accordance with the Confidentiality, records, and communications provisions of these Internal Rules.

8.2 Conflicts of interest

- 8.2.1 Any Director with a direct or indirect personal interest, financial or otherwise, in a transaction or decision within the Board's competence must disclose the nature and scope of the interest to the other Directors as soon as possible.
- 8.2.2 The conflicted Director must abstain from deliberation and decision on that matter unless the CAC requires a different procedure. The conflict, abstention, and decision must be recorded in the minutes.
- 8.2.3 A person who has declared, or is determined to have, a conflict of interest in relation to a matter must (a) refrain from participating in the deliberation of that matter, (b) not vote on that matter, and (c) leave the meeting (or disconnect from the relevant part of a remote meeting) unless the chair determines that their presence is necessary solely to provide factual information. The declaration, the recusal, and any chair determination under this Section must be recorded in the minutes.

9 Executive Manager

- 9.1 The Board may appoint an Executive Manager in accordance with the AoA. The Executive Manager is the focal point for day-to-day coordination and operations under Board supervision.
- 9.2 Delegation and spending authority. The Board sets written delegation limits (including any monetary thresholds) for the Executive Manager. Transactions above the delegated limit require prior Board approval, unless urgent action is required to prevent material harm, in which case the Executive Manager must inform the Board without undue delay.
- 9.3 Record-keeping. The Executive Manager ensures appropriate records are kept for GA and Board meetings, decisions, and operational matters, in line with Section 13.

10 Technical Councils, Committees, Working Groups, and regional activities

10.1 Activities

10.1.1 The Board may structure work through Technical Councils, Committees, Task Forces, Working Groups, and/or Regional Offices, as permitted by the AoA.

10.1.2 Unless the Board expressly delegates decision-making authority in writing, these bodies are advisory and may not legally bind the Association.

10.2 Establishment and charters

10.2.1 Each body is established by a written Board decision or a charter approved by the Board, specifying at minimum: scope, deliverables, chair(s), membership rules, decision-making process, duration, reporting line, and any budget.

10.2.2 Chairs are responsible for meeting discipline, including compliance with competition law and confidentiality requirements.

10.3 InnoFabric governance and RFC process

10.3.1 The Association stewards InnoFabric and the InnoFabric RFC Series as described in the AoA. The Board may adopt an InnoFabric Governance Policy detailing:

- a) the RFC lifecycle (proposal, discussion, review, acceptance, publication, maintenance);
- b) roles (e.g., RFC Editors, Technical Steering Council or equivalent);
- c) consensus and voting rules appropriate to technical standardisation;
- d) how interoperability test evidence and reference implementations are used in decision-making;
- e) change-control and versioning for specifications and reference implementations.

10.3.2 Unless delegated by the Board, final authority for adopting official specifications, roadmaps, and standards remains with the Board.

11 Ethics, conduct, and safeguarding

11.1 The Association is committed to an inclusive, professional, and respectful environment. Harassment, discrimination, intimidation, and retaliation are not tolerated.

11.2 The Board adopts and maintains an Anti-Harassment / Safeguarding Policy, including reporting channels and investigation procedures appropriate to the Association's size and activities.

11.3 Meeting conduct. Chairs may set speaking order, time limits, and procedures to maintain constructive debate and ensure equal participation.

12 Competition law compliance

12.1 General obligation. EUCLORA brings together organisations that may be competitors. All Members and representatives must comply with EU and applicable national competition laws. This Section applies to all Association activities, including Working Groups, committees, and informal meetings convened under the Association's auspices.

- 12.2 Prohibited topics. Prohibited topics include, without limitation: pricing, costs, margins, future pricing intentions, customer allocation, market sharing, bid coordination, and other competitively sensitive information not strictly necessary for the Association's legitimate objectives.
- 12.3 Policy and safeguards. The Board adopts a Competition Law Policy with meeting guidelines (including agenda discipline, minute-taking expectations, and escalation). Non-compliance may result in removal from a meeting, suspension, or other measures under the AoA and these Internal Rules.
- 12.4 Chair duty to intervene. The chair of any meeting or Working Group session must immediately stop any discussion that may raise competition-law concerns. Any objection raised on competition-law grounds, and the fact that discussion was stopped or redirected, should be recorded in the minutes.

13 Confidentiality, records, and communications

- 13.1 Confidential information. Members, Directors, and staff must keep confidential all non-public information relating to the Association (including internal documents, minutes, financial information, strategic plans, and discussion points) obtained through EUCLORA activities.
- 13.2 Confidential information obtained through EUCLORA activities must be used solely for purposes related to the Association's activities. Members, Directors, and staff must take reasonable measures to protect such information from unauthorised access, disclosure, or misuse. Where a Member is a legal person, it must ensure that its representatives comply with these confidentiality obligations.
- 13.3 Permitted disclosure. Confidential information may be disclosed only: (a) with prior authorisation of the Board; (b) where required by law; or (c) to professional advisers under confidentiality obligations, where necessary for Association business.
- 13.4 Duration. Confidentiality obligations continue after the termination of membership, mandate, or engagement.
- 13.5 Records. The Association maintains digital registers and repositories for minutes, decisions, and core documentation. Access is provided to Members and Directors as required by the AoA and applicable law, and may be further governed by an Information Classification and Handling Policy.
- 13.6 Public communications. Only persons authorised by the Board may speak publicly on behalf of the Association. Members remain free to express their own views but must not present them as Association positions unless authorised.

14 Notices and communications

- 14.1 Address for notices. Each Member must maintain a current official email address (and, where applicable, a postal address) in the Association's Member register / Members' area.

- 14.2 Method. Unless the AoA or these Internal Rules require another method, the Association may give notices by email to the Member's official email address and/or by publication (posting) in the Members' area.
- 14.3 Deemed receipt. A notice is deemed received (i) if sent by email, on the first Business Day after sending, provided no bounce-back or other delivery failure notice is received; and (ii) if published in the Members' area, on the date of publication.
- 14.4 Burden of updates. A Member is responsible for ensuring its contact details are accurate; failure to update contact details does not invalidate notices validly sent or published under this Section.

15 Intellectual property and open-source stewardship

- 15.1 Association assets. The Association's name, logo, domain names, visual identity, and internal documentation produced by or for the Association are the property of the Association. This includes, where applicable, the Association's trademarks (including the InnoFabric name and any related trademarks), repository administration rights, and release signing credentials used for Association-managed outputs.
- 15.2 Outputs and licensing. To align with EUCLORA's open-research and open-source mission, the Board adopts and maintains an Open-Source Stewardship Policy which, at a minimum, addresses: (a) the licensing approach for EUCLORA outputs (including inbound and outbound licensing); (b) contribution rules and provenance controls (including contribution sign-off and/or contributor agreements, such as a Developer Certificate of Origin (DCO) and/or Contributor Licence Agreement (CLA)); (c) repository governance and maintainer roles; (d) security processes (including vulnerability disclosure and release management); (e) management of signing keys and other release credentials; and (f) use and protection of EUCLORA names and trademarks, including the InnoFabric name and any related trademarks.
- 15.3 Member contributions. Unless otherwise agreed in writing, Members and contributors retain ownership of their pre-existing intellectual property. By submitting a Contribution, a Member or contributor grants EUCLORA a perpetual, worldwide, non-exclusive, royalty-free licence to use, reproduce, modify, publish, distribute, and otherwise exploit the Contribution as necessary for the Association to publish, maintain, and operate the relevant work products in accordance with the applicable open-source licences, Policies, and these Internal Rules.

16 Data protection and privacy

- 16.1 The Association processes personal data in connection with membership administration, event management, collaboration tooling, and communications. The Association complies with applicable data-protection laws, including the GDPR.
- 16.2 The Board adopts and maintains a Data Protection / Privacy Policy covering lawful bases, retention, data-subject rights, security measures, and processor arrangements.

17 Financial management, procurement, and expenses

- 17.1 Budgeting and accounts are handled in accordance with the AoA and the CAC. The Treasurer oversees financial controls and reporting to the Board and GA.
- 17.2 Commitments. Signing and commitment rules towards third parties follow the AoA. Operational delegation to staff must be documented.
- 17.3 Procurement and conflicts. The Board adopts a Procurement Policy appropriate to the Association's size and funding sources, including conflict-of-interest safeguards and, where relevant, public-funding requirements.
- 17.4 Expenses and travel. The Board adopts an Expense and Travel Policy defining eligible expenses, approval flows, and documentation requirements. Reimbursements require adequate supporting evidence.
- 17.5 Anti-corruption. The Board adopts an Anti-Corruption Policy prohibiting bribery and undue advantage and setting reporting and escalation procedures.

18 Adoption, amendments, and entry into force

- 18.1 Adoption and amendments. These Internal Rules are adopted and may be amended by the GA, in accordance with the AoA. The Board may propose amendments to the GA and may issue non-binding guidance or operational procedures between GA meetings provided they do not conflict with the AoA or these Internal Rules.
- 18.2 Entry into force. Unless otherwise specified by the GA decision adopting them, these Internal Rules enter into force on the date of their adoption by the GA.
- 18.3 Transitional arrangements. Upon adoption, the Board may publish an initial set of Policies referenced in these Internal Rules (e.g., Competition Law, Data Protection, Safeguarding, Procurement, Expenses, Communications, and Open-Source Stewardship).

Adopted by the General Assembly on: 1 February 2026

Signed on behalf of the General Assembly by the President:
