

EBSI Node Operator in the EBSI Pilot Network Compliance Statement

1. Introduction

- 1.1. Members of the European Blockchain Partnership (EBP), which includes all EU Member States, Norway and Liechtenstein, have committed to working together towards realising the potential of blockchain-based services for the benefit of citizens, society and the economy.
- 1.2. As part of this commitment, the EBP and the European Commission are working to deliver EU-wide cross-border public services using blockchain technology. To this end, the EBP and the European Commission are developing the European Blockchain Services Infrastructure (the EBSI).
- 1.3. The wider policy aim of building the EBSI is to federate initiatives of blockchain excellence around a pan-European project. The project helps governments foster a common understanding of the potential of this novel technology and helps them agree on common principles, values and standards to exploit it.
- 1.4. EBSI Environments are use case agnostic. EBSI may enable all forms of cross-border cooperation, such as the exchange of trusted and secure verifiable credentials, the exchange of data between public authorities to handle cooperation in the area of customs and taxation and the traceability of documents for audit purposes. EBSI can facilitate the interoperability of blockchain protocols, of smart contracts and related applications.
- 1.5. EBSI's governance is decentralised. This means that the processing of data will be done by nodes at Member State level. The European Commission will not retain, nor own a copy of the distributed ledger. Whether the European Commission services have read access to the ledger remains to be decided on a use case basis. The European Commission's role in regards to the EBSI Networks is that of a facilitator, technology provider and a provider of funding, through its operation of the EBSI Service Desk.
- 1.6. The EBSI Service Desk provides support services to EBP Members to facilitate their work in developing and deploying EBSI, as well as to EBSI Node Operators and EBSI Application Service Providers. This may include support services such as providing specifications, software, support or testing services to enable access to and use of the EBSI Pilot Network under guidance of the EBP. The EBP will transfer the activities of the EBSI Service Desk as soon as possible onto a vehicle with legal personality that operates and further grows the EBSI Pilot Network and additional Use Cases under EBP governance. That entity shall later operate the EBSI Service Desk. The activities performed by the EBSI Service Desk are

outlined in the “Description of the EBSI Service Desk”¹. This document is a non-binding statement made in good faith, which is not legally enforceable against the Commission, and which creates no new binding legal obligations on the Commission. Any references to duties or obligations within this document should therefore be understood as a good faith statement of intent only, without any obligation of result or legal recourse in case of breaches of such duties or obligations.

- 1.7. As far as funding is concerned, EBSI is envisaged to be one of the Multi-Country Projects² of Europe’s proposed Digital Decade programme³. It should be further supported by European Commission⁴ and National funding.
- 1.8. EBSI comprises three different and separated EBSI Networks and corresponding environments created for different purposes; a restricted and controlled environment, hereafter referred to as EBSI Pilot Network, for the testing and evaluation of components and/or EBSI Use Cases; an EBSI Pre-Production Network for staging and testing of deployment-ready features in an identical environment to the one used for live real-time operations; and an EBSI Production Network for their ultimate deployment in real live real-time operations.
- 1.9. EBSI Node Operators may decide to host at least one node in the EBSI Pilot Network, in accordance with the Node Operators Operational Book (NOOB) and complying with the Service Level Agreement (SLA) and the Annex A (Data Processing Agreement) when applicable, to test components or EBSI Use Case(s) by EBSI Application Service Providers.
- 1.10. The present Compliance Statement sets out the rules and contractual clauses, as agreed by EBP Members, which govern the relationship between EBP Members and EBSI Node Operators, and which specify the rules EBSI Node Operators in the EBSI Pilot Network must comply with to be part of the EBSI Pilot Network, with regard to, inter alia, the minimum technical, functional and operational requirements and processes for those EBSI Node Operators that participate in the EBSI Pilot Network.
- 1.11. EBSI Node Operators participating in the EBSI Pilot Network shall consult regularly the information published in the EBSI Nodes Operators Community⁵ and the EBSI Early Adopter Space⁶. The content of the EBSI Early Adopter Space will be updated as needed.

¹ Link TBC

² <https://futurium.ec.europa.eu/en/digital-compass/multi-country-projects>.

³ [Europe’s Digital Decade: digital targets for 2030 | European Commission \(europa.eu\)](https://ec.europa.eu/digital-building-blocks/wikis/x/YIHH)

⁴ In particular from the [Digital Europe Programme](https://ec.europa.eu/digital-building-blocks/wikis/x/YIHH) and the [NextGenerationEU](https://ec.europa.eu/digital-building-blocks/wikis/x/YIHH) programme.

⁵ <https://ec.europa.eu/digital-building-blocks/wikis/x/YIHH>;

⁶ <https://ec.europa.eu/digital-building-blocks/wikis/pages/viewpage.action?pageId=342720775>

- 1.12. EBSI being a permissioned blockchain network, each EBP Member shall assume an oversight role over the Node Operators they bring to the EBSI Pilot Network. In this Compliance Statement, Node Operators willing to participate in the EBSI Pilot Network submit to this oversight by EBP Members. The on-boarding of Node Operators will rely on the endorsement of the EBSI Node Operators by EBP Members and the respect of this Compliance Statement, the NOOB, the SLA and the Annex A when applicable.
- 1.13. If the European Union adopts common standards for trustworthy Node Operators in permissioned blockchain networks, operators of EBSI Nodes shall make best efforts to meet such standards upon entry into force.
- 1.14. This Compliance Statement is exclusively applicable to those EBSI Node Operators hosting at least one Node in the EBSI Pilot Network. Acceptance of this Compliance Statement is a condition for Node Operators to participate in the EBSI Pilot Network, even in the event that Node Operators are already participating in any of the Networks referred to above.

2. Definitions

The following terms are used in this Compliance Statement:

“Access blacklist” means a list of suspicious or malicious entities that should be denied access or running rights on a network;

“Confidential Information” means, in relation to the recipient party, all information on the project or either of the parties or their subsidiaries, of any kind, oral or written, in any format or on any medium, which is disclosed and/or delivered by one of the parties or their representatives to the other party, either before or after the signing of this agreement; any analysis, compilation, summary, extract or documentation owned, possessed, with authorised disposal or prepared by or for either of the parties or both together, or with the help of any representative, using Confidential Information disclosed and/or delivered by a party or its representatives to the other party or its representatives following the signing of this agreement. This may include information such as performance issues or threats to the integrity or availability of the EBSI Pilot Network. Any information published by the European Commission or the EBP Members in a publicly available means shall not be considered as confidential information;

“Crypto-asset” means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology;

“EBP” means the European Blockchain Partnership that supports the delivery of cross-border digital public services, as defined at: <https://digital-strategy.ec.europa.eu/en/news/european-countries-join-blockchain-partnership>;

“EBP Member” means a country which has signed the [Joint Declaration creating the European Blockchain Partnership \(EBP\)](#);

“EBSI” means the European Blockchain Services Infrastructure project, which is a joint initiative of the EBP to facilitate EBP-wide, domestic and/or cross-border

public services with the use of distributed ledger technologies, as defined in Article 2(1) of Regulation (EU) 2022/858 (DLT Pilot Regime), including blockchain, through large-scale deployment, as defined at <https://ec.europa.eu/digital-building-blocks/wikis/display/ebsi>;

“EBSI Application Service Provider”, means a natural or a legal person who provides one or more services to End Users using the EBSI Pilot Network, for instance by operating a digital wallet provided as a service, providing or making available a digital wallet that is implemented as a mobile app, issuing digital credentials or requesting digital presentations. In the EBSI environment for the EBSI Pilot Network, Application Service Providers have submitted to and signed the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement;

“EBSI Environment” refers to the combination of infrastructure, hardware, software, and systems operated by an EBSI Node Operator on an EBSI Node that fulfil a role in business processes, including the deployment and release management of EBSI software;

“EBSI Ledger” or **“Ledger”** means a tamper proof electronic record of data, providing authenticity and integrity of the data it contains, accuracy of their date and time, and of their chronological ordering, based on distributed ledger technology, as part of EBSI;

“Distributed ledger” means a ledger that is shared across, and synchronised between, a set of distributed ledger technology (DLT) network nodes using a consensus mechanism;

“EBSI Node” means the EBSI Software and the servers used by the Node Operators to run the EBSI Software;

“EBSI Node Operator” means a public or private entity which has been approved by an EBP Member of its jurisdiction to host and operate an EBSI Node. In the EBSI Environment for the EBSI Pilot Network, Node Operators have submitted to and signed the EBSI Node Operator in the EBSI Pilot Network Compliance Statement detailing the technical and governance requirements for the EBSI Node Operators participating the EBSI Pilot Network;

“EBSI Node Operators Community” means an online community created exclusively for EBSI Node Operators to facilitate communication and to share important information. It can be reached here: <https://ec.europa.eu/digital-building-blocks/wikis/x/IYIHH>;

“EBSI Node Services” means the set of activities performed by the EBSI Nodes;

“EBSI Smart Contract” means a computer program included in the EBSI Software and stored in the EBSI Ledger wherein the outcome of the execution of the program is recorded on the EBSI Ledger;

“EBSI Software” means EBSI Node software package released by the European Commission under Commission Decision Ares (2022)404785 - 19/01/2022 and running on a server which is connected to an EBSI Network using protocols that allows communication with other nodes on the network, as well as disseminating information held in the distributed ledger, accessible here: <https://ec.europa.eu/digital-building-blocks/code/projects/EBSI>;

“EBSI Use Case” means a cross-border digital public service or process that meets the values and principles agreed upon by the EBP Policy Group and that has been identified by the EBP as gaining added value from the support of a blockchain infrastructure and approved as an EBSI Use Case by the EBP Policy Group;

“End Users” means a natural or legal person using the services provided by an EBSI Application Service Provider. In the EBSI Environment for the EBSI Pilot Network, End Users means a natural or legal person participating as recipients in the testing of services and/or applications provided by an EBSI Application Service Provider in the EBSI Pilot Network;

“Information Security Incident” means one or multiple related and identified Information Security Events that can harm an organization's assets or compromise its operations.

“Intellectual Property Rights” means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual and/or industrial property rights (registered or unregistered) throughout the world;

“NOOB” means Node Operators Operational Book, which is a set of standard processes for an EBSI Node Operator to follow in order to operate as such;

“Operational processes” means actions related to the regular execution and performance of an EBSI Node;

“Personal Data” means any information related to an identified or an identifiable natural person as defined in article 4(1) of the GDPR and article 3(1) of the EUDPR;

“EBSI Pilot Network” means a network of distributed EBSI Nodes across Europe in all or parts of EBP Members that together form a public permissioned distributed ledger. This Network makes available services for testing and piloting of features, components and EBSI Use Cases by EBSI Application Service Providers in the EBSI Pilot Network in a restricted and controlled environment for potential successive deployment in the Pre-Production and Production Networks. Hosting a Node in the EBSI Pilot Network does not automatically grant a Node Operator the right to access the EBSI Pre-Production or Production Networks;

“EBSI Pre-Production Network” means a network of distributed EBSI Nodes across Europe in all or parts of EBP Members that together form a public permissioned distributed ledger. This Network is a technically identical copy of the EBSI Production Network aimed at staging the deployment ready EBSI software releases in acceptance and allowing third parties to perform tests in an environment identical to the EBSI Production Network;

“EBSI Production Network” means a network of distributed EBSI Nodes across Europe in all or parts of EBP Members that together form a public permissioned distributed ledger. This Network is the live EBSI Network on which real operations can be performed. Concretely, it means that the EBSI Ledger, distributed databases, and its APIs will be available to EBSI Application Service Providers to provide services to End Users in a live, real-time environment;

“Regular Node” means an EBSI Node that participates in an EBSI network by replicating the blockchain, accepting blocks generated by Validator Nodes, and executing transactions included in blocks by Validator Nodes. Regular Nodes provide an EBSI Network access to EBSI Application Service Providers;

“Service Level Agreement” or **“SLA”** is a detailed specification of the resilience, availability and performance requirements the EBSI Nodes should adhere to in order to provide the EBSI Node Services. This document can be accessed through the EBSI Node Operators Community here: <https://ec.europa.eu/digital-building-blocks/wikis/x/aoBIH>;

“Sponsoring EBP Member” means the EBP Member in whose jurisdiction a Node Operator has its legal seat inside the European Economic Area;

“Utility token” means a type of crypto-asset which is intended to provide digital access to a good or service, available on DLT, and is only accepted by the issuer of that token;

“Validator Node” means an EBSI Node in charge of guaranteeing the consensus of the network and the block generation. To do this, they run the consensus algorithm. Validator Nodes may also act as Regular Nodes.

3. On-boarding of EBSI Node Operators in the EBSI Pilot Network

3.1. The EBSI Pilot Network is a permissioned blockchain network for cross-border public services. This means that both Regular and Validator Nodes must seek permission to obtain read or write access to the EBSI Pilot Network. Node Operators interested in joining the EBSI Pilot Network and becoming EBSI Node Operators shall file a request to an EBP Member as sponsor of their admission. Following an endorsement by the EBP Member of the EBSI Node Operator’s request to obtain access to the EBSI Pilot Network, the EBP Member or the EBSI Node Operator shall pass that request and approval on to the EBSI Service Desk for technical and legal on-boarding.

3.2. On-boarding as EBSI Node Operator in the EBSI Pilot Network presupposes that the EBSI Node Operator performs the following actions:

- a) Accepts the EBSI Node Operator in the EBSI Pilot Network Compliance Statement and its Annex A, the NOOB and the SLA; and
- b) Complies with the security standards, audits and reviews as specified in the NOOB and the SLA applicable requirements to the EBSI Pilot Network.

3.3. EBP Members sponsoring an EBSI Node Operator hosting at least one Node in the EBSI Pilot Network shall verify that the EBSI Node Operator in their jurisdiction has submitted to the present EBSI Node Operator in the EBSI Pilot Network Compliance Statement, and that it complies with it.

When on-boarding an EBSI Node Operator, the Sponsoring EBP Member ensures that:

- a) access is provided to EBSI documentation and updates thereof; and
- b) EBSI Node Operators are provided access to the EBSI Node Operators Community to facilitate internal communication and to provide information on how to operate the EBSI Pilot Network.

(1) The Sponsoring EBP Member shall use its position towards the EBSI Node Operator in its jurisdiction to ensure adherence to this Compliance Statement and applicable EU and national laws. The Sponsoring EBP Member will strive to support the effectiveness of the EBSI Node Operator in the EBSI Pilot Network Compliance Statement by taking the following measures:

- a. supervise the compliance with the Compliance Statement, including the Data Processing Agreement (DPA) annexed thereto;
 - b. take enforcement measures in the event of non-compliance and ensuring that the situation has been remedied effectively and in a timely manner;
 - c. report non-compliance to other EBP Members to enable such other EBP Members to take enforcement measures as well;
 - d. report on monitoring and enforcement to the EBSI Service Desk;
 - e. provide assistance by providing information to other EBP Members and by undertaking (parallel) enforcement actions in the event of violations by EBSI Node Operators.
- (2) These rules for the on-boarding of Node Operators in the EBSI Pilot Network may be subject to changes, in particular once the EBSI Service Desk's support tasks have been transferred to a legal vehicle that would be set up to implement EBSI in the future.

4. EBSI Node Operator in the EBSI Pilot Network Obligations

- 4.1. EBSI Node Operators hosting at least one Node in the EBSI Pilot Network must:
- a) comply with the EBSI minimum technical and availability requirements and security specifications for the EBSI Pilot Network as indicated in the NOOB and the SLA;
 - b) operate in accordance with the Operational Processes of the NOOB;
 - c) comply with the present Compliance Statement, including the Data Processing Agreement (Annex A) attached to this Compliance Statement;
 - d) participate in the monitoring, validations, and audits of the entire network, as approved by the EBP.
- 4.2. Regarding the technical installation and operation of an EBSI Node on the EBSI Pilot Network, EBSI Node Operators expressly declare and accept the following conditions with respect to each of their Nodes:
- a) To make the EBSI Nodes visible in public monitoring and supervision tools of the EBSI Pilot Network so that all EBP Members can see the EBSI Nodes activity in a meaningful and transparent way.
 - b) That the EBSI Nodes shall be continuously monitored and supervised by personnel designated by the EBSI Node Operator. The specific profiles of the designated personnel are to be elected by the EBSI Node Operator.
 - c) To grant access to the EBSI Service Desk so that it can provide support services.
 - d) To provide the Sponsoring EBP Member and the EBSI Service Desk with the contact details of a contact point, responsible for operating the node and ensuring that any individual related to that contact point has

given consent to the processing of his/her personal data for this purpose.

- e) To provide a reasonable uptime of EBSI Nodes hardware, operating systems, security systems and networks pursuant to the SLA description and requirements for the EBSI Pilot Network. Uptime is measured as the percentage of availability of the node to the approved EBP monitoring tool, as further specified in applicable section of the EBSI SLA.
- f) To share their IP address policy with the Sponsoring EBP Member and the EBSI Service Desk and notify any changes to that IP address policy.
- g) To inform the Sponsoring EBP Member and the EBSI Service Desk as quickly as possible about any external access harmful to the EBSI Pilot Network that was detected in their Node so that it may be included in Access Blacklists by all the other Nodes.
- h) To run the EBSI Software, downloaded at the time of installation and updated regularly or as required by the EBP to guarantee the stability and security of the EBSI Pilot Network, committing not to alter or modify said code and responding for non-compliance otherwise.
- i) Not to install or run other application software on the EBSI Node, to avoid compromising the security of the EBSI Pilot Network.
- j) To keep Validator Nodes active in the EBSI Pilot Network as specified in the SLA applicable requirements to the EBSI Pilot Network, so that the Regular Nodes can use it effectively and continuously.
- k) To update their copy of the active Validator Node list and Regular Node list, that EBSI Node Operators are required to manage, as requested by the EBSI Service Desk.
- l) To notify the Sponsoring EBP Member with due prior notice, as set out in the SLA applicable requirements to the EBSI Pilot Network, of any foreseeable shutdown which needs to be performed on any Validator Nodes, so that the rest of the Validator Nodes can take all precautionary measures at their disposal and thus minimize the impact of their shutdown on the use of the EBSI Pilot Network.
- m) To timely restore the operation of the EBSI Node in the event of possible or occasional unavailability, as further defined in the SLA applicable requirements to the EBSI Pilot Network.
- n) To host its Nodes within the geographic boundaries of the European Economic Area, to ensure compliance with the mandatory rules derived from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies and on the free movement of such data (EUDPR).
- o) To immediately notify the Sponsoring EBP Member and the EBSI Service Desk as soon as any Information Security Incident has been detected, which affects or may affect the integrity and security of EBSI Nodes or of the EBSI Pilot Network as a whole.

- p) Not to subcontract (part of) the services as an EBSI Node to any third party without the prior approval of the Sponsoring EBP Member (and without informing the EBSI Service Desk), which shall only approve a subcontractor if compliance with the admittance criteria and obligations for EBSI Node Operators is ensured.
 - q) To inform the EBSI Service Desk of its technical suppliers and of any subsequent modification.
- 4.3. EBSI Node Operators who took part in EBSI's development phase prior the launch of the EBSI Pilot Network, and hosted a node on this legacy test network, and who choose to participate in the EBSI Pilot Network, will by default (unless otherwise specified by them), retain their Regular or Validator status in the EBSI Pilot Network. This transition is only applicable once and to those EBSI Node Operators who were already a part of the EBSI development phase prior the deployment of the EBSI Pilot Network. Those EBSI Node Operators who wish to change their role in the EBSI Pilot Network may do so by communicating their wish to the EBSI Service Desk.
- 4.4. An EBSI Node acting as Regular Node must effectively participate in the EBSI Pilot Network by replicating the blockchain, accepting blocks generated by Validator Nodes and executing transactions included in blocks by Validator Nodes in accordance with the NOOB and complying with the SLA applicable requirements to the EBSI Pilot Network.
- Regular Nodes must also provide access to the EBSI Pilot Network to EBSI Application Service Providers in the EBSI Pilot Network.
- 4.5. An EBSI Node acting as Validator Node must effectively participate in the consensus algorithm, producing new blocks in accordance with the NOOB and complying with the SLA applicable requirements to the EBSI Pilot Network.

5. Forbidden Use

- 5.1. Any act or omission by the EBSI Node Operator regarding the operation and use of the EBSI Pilot Network, its nodes and its applications, including processing data or content on the EBSI Pilot Network that:
- a) is illegal, obscene, offensive, or contains fraudulent content or activity, such as defaming or causing harm; or
 - b) constitutes interfering with, or, evading filters, sending unsolicited, abusive, or misleading messages; or
 - c) results in introducing viruses or harmful codes into any of the EBSI Networks and/or EBSI Use Case(s); or
 - d) violates the rights of other third parties (in respect of making use of any of the EBSI Networks); or

- e) endangers the operation of any of the EBSI Networks and/or EBSI Use Case(s) violates the integrity or security of any of the EBSI Networks and/or EBSI Use Case(s); or attempts to gain (or permits other parties to gain) unauthorised access to the EBSI Pilot Network; or harvests or collects data, as defined in the General Data Protection Regulation (GDPR), from the EBSI Pilot Network unless in accordance with this Compliance Statement; or save as provided for in this Compliance Statement, licensing, selling, renting, leasing, transferring, assigning, distributing, displaying, disclosing or otherwise commercially exploiting, or otherwise making the EBSI Pilot Network, including its Intellectual Property Rights and/or data, available to any unauthorized third party, is forbidden.
- 5.2. The use of the EBSI Pilot Network to deliver real live services to End Users is expressly forbidden.
 - 5.3. The use of the EBSI Pilot Network to carry out transactions in crypto-assets, other than Utility Tokens, or related operations is prohibited unless explicitly approved by the EBP in the context of a Use Case.
 - 5.4. Except for the EBSI Smart Contracts approved for testing purposes in the EBSI Pilot Network, the EBSI Node Operator shall not deploy smart contracts of any other kind. The testing of new smart contracts is subject to their proposal in the scope of the EBSI Use Case and authorization by the EBP. Node Operators in the EBSI Pilot Network shall not deploy proposed smart contracts prior official authorization by the EBP.
 - 5.5. A Validator Node shall not write transactions into the EBSI Pilot Network, and it should be devoted to process transactions submitted by Regular Nodes, unless the EBSI Node is also acting as Regular Node.

6. The Sponsoring EBP Member

- 6.1. The Sponsoring EBP Member in whose jurisdiction the EBSI Node Operator is established and who admits it to the EBSI Pilot Network shall be entitled to:
 - a) request information from the EBSI Node Operator in its jurisdiction.
 - b) issue binding instructions to the EBSI Node Operator in its jurisdiction to comply with this Compliance Statement, Annex A, the NOOB and the SLA concerning applicable requirements to the EBSI Pilot Network.
 - c) order an audit of the EBSI Node Operator in its jurisdiction to verify compliance with this Compliance Statement, the NOOB and the SLA concerning applicable requirements to the EBSI Pilot Network.

- d) request the EBSI Service Desk, acting on behalf of this EBP Member, to disconnect an EBSI Node Operator in its jurisdiction in case of suspicious activities or failure to comply with this Compliance Statement, Annex A, the NOOB or the SLA concerning applicable requirements to the EBSI Pilot Network.

7. Node Operators Operational Book and Service Level Agreement

- 7.1. EBSI Node Operators hosting at least one Node in the EBSI Pilot Network shall comply with the applicable technical requirements for EBSI Pilot Network envisaged in the NOOB and the SLA.
- 7.2. The NOOB and the SLA in particular contain rules on the compulsory uptime and availability of hardware which Node Operators in the EBSI Pilot Network must offer at all times.
- 7.3. In the future, the SLA specific parameters and the NOOB specific technical requirements for EBSI Pilot Network may be adjusted due to changes in the number of both Validator and non-Validator Nodes or other technical factors.

8. Liability and Disclaimers

- 8.1. Nothing in this Compliance Statement shall be construed to vest upon the European Commission an obligation to operate the EBSI Pilot Network, to assume liability for a Use Case on the EBSI Pilot Network or to process data on the EBSI Pilot Network.
- 8.2. EBSI Node Operators assume their own responsibility for the correct operation and maintenance of their Node in accordance with the obligations imposed by this Compliance Statement, Annex A and applicable requirements in the NOOB and the SLA.
- 8.3. EBSI Node Operators in the EBSI Pilot Network will be notified in case of non-compliance with targeted requirements in the SLA for the EBSI Pilot Network and requested to remedy the situation, without triggering any punitive action. Exceptionally, EBSI Node Operators participating in the EBSI Pilot Network might be temporarily disconnected while the issue is solved. Ultimately, if not solved in a timely and diligent manner, those EBSI Node Operators will be permanently disconnected.
- 8.4. The EBSI Node Operator in the EBSI Pilot Network is liable for:

- 1) Damages suffered by the Sponsoring EBP Member as a result of a negligent breach of this Compliance Statement, Annex A and/or applicable requirements to the EBSI Pilot Network in the NOOB and the SLA by the EBSI Node Operator.
 - 2) Damages suffered by third parties or by other EBSI Node Operators as a result of a wilful or gross negligent breach of this Compliance Statement, Annex A, applicable requirements to the EBSI Pilot Network in the NOOB and the SLA by the EBSI Node Operator.
- 8.5. EBSI Node Operators shall not be liable for damages caused by circumstances beyond their reasonable control.

9. Intellectual Property Rights

- 9.1. EBSI Node Operators are entitled to make use of the EBSI Software within the confines of the EUPL open-source license as per Commission Implementing Decision (EU) 2017/863 of 18 May 2017 updating the open-source software license EUPL to further facilitate the sharing and reuse of software developed by public administrations⁷ (or a later version of this Decision).

10. Data Protection Rules

- 10.1. Until the EBSI Service Desk's role and functions have been transferred onto a legal vehicle, the EBSI Pilot Network shall in principle not be used to process personal data on the EBSI Ledger. From that moment onwards, however, EBSI Node Operators and EBSI Application Service Providers participating in the EBSI Pilot Network shall enter into binding data processing agreements and comply with the data protection laws according to Regulation 2016/679 (GDPR) and Regulation (EU) 2018/1725 (EUDPR).
- 10.2. Considering that the number of EBSI Node Operators and of EBSI Application Service Providers may be high, and to facilitate the effective conclusion of such processing agreements, this Compliance Statement – as well as the Compliance Statement for EBSI Application Service Providers in the EBSI Pilot Network – contain an identical Annex A with a Data Processing Agreement. Annex A forms an integral part of this Compliance Statement. By submitting to their respective Compliance Statement and their Annex A, both EBSI Node Operators and EBSI Application Service Providers participating in the EBSI Pilot Network are bound by the terms of these Data Processing Agreements.

⁷ Official Journal of 19.5.2017, L 128, page 59.

- 10.3. The EBSI Environment for the EBSI Pilot Network will be reset yearly (so all the data will be lost). EBSI Node Operators shall comply with the technical instructions for the reset of the EBSI environment for the EBSI Pilot Network.

11. Confidentiality

- 11.1. EBSI Node Operators shall refrain from sharing Confidential Information with third parties and will adopt all measures necessary to preserve that confidentiality.

12. Duration and Termination

- 12.1. This Compliance Statement shall be applicable for as long as the EBSI Node Operator is active in the EBSI Pilot Network.

- 12.2. Either party may terminate their adherence to this Compliance Statement by submitting eight weeks' written notice to the other party and copying the EBSI Service Desk. The written notice may be submitted by e-mail.

- 12.3. The EBP Member may without giving written notice immediately terminate an EBSI Node Operator's participation in the EBSI Pilot Network and request the EBSI Service Desk to disconnect the EBSI Node Operator from the EBSI Pilot Network for the following reasons:

- a) If the EBSI Node Operator has participated in illegal activities (as specified under 5.1).
- b) If the EBP Member has reason to believe that the EBSI Node Operator has violated or acted inconsistently with the letter or spirit of this Compliance Statement, SLA and NOOB requirements applicable to the EBSI Pilot Network, in particular, if it failed to conduct upgrades of the EBSI Pilot Network Software.
- c) By requests from law enforcement or other government agencies.
- d) Illegal and unauthorized use and/or modification of the EBSI Pilot Network.
- e) In case of unexpected technical or security problems.
- f) In compliance with a legal process or procedures.
- g) If the EBSI Pilot Network must be terminated.

- 12.4. Upon termination of their adherence to this Compliance Statement, EBSI Node Operators shall delete all data in their possession resulting from their activity as EBSI Node for the EBSI Pilot Network unless imperative and properly documented and justified reasons oblige otherwise, in particular regarding potential required transmission of data to enable the continuation of testing processes.

- 12.5. This Compliance Statement might be updated by the EBP, reflecting also changes in the blockchain protocol and/or potential new capacities added to the EBSI Pilot Network. If so, EBSI Node Operators hosting at least one Node in the EBSI Pilot Network will be informed by the Sponsoring EBP Member on time to decide whether or not they continue to operate under the changed Compliance Statement. In case of silence, their tacit approval of continued operation under the changed Compliance Statement will be assumed.

13. Miscellanea

- 14.1. Should any of the clauses of this agreement be declared fully or partially null, invalid or ineffective by a Court or by anybody of the competent Administration, (a) this nullity, invalidity or lack of effect will only affect the provision or part thereof that is null, invalid or ineffective, with the terms of the remaining provisions of the agreement remaining in force; (b) the affected provision (or part thereof) will be considered not included in this agreement and (c) the parties will negotiate in good faith in order to include a new clause with the same or a similar effect.
- 14.2. No delay or inaction on the part of either of the parties, at any time or for any period of time, in relation to exercising any of the rights contained in this agreement or derived from it, will imply a waiver of the same. No waiver of the rights of either of the parties contained in this agreement or derived therefrom, will be valid unless it is set out in writing and signed by the party in question.

14. Applicable law and jurisdiction

- 14.1. In case an EBSI Node Operator in the EBSI Pilot Network breaches this Compliance Statement, the Sponsoring EBP Member shall be competent for enforcing compliance under its national law.
- 14.2. The EBSI Node Operators in the EBSI Pilot Network adhering to this Compliance Statement accept jurisdiction of the Sponsoring EBP Member to enforce this Compliance Statement.

Annex A - Data Processing Agreement

<Applicable in cases related to section 9 of the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement and section 10 of the EBSI Node Operator in the EBSI Pilot Network Compliance Statement >

This legally binding data processing agreement forms part of the EBSI Application Service Provider in the Pilot Network Compliance Statement and the EBSI Node Operator in the EBSI Pilot Network Compliance Statement in the scope of the testing activities performed in the EBSI Pilot Network and is entered into between each EBSI Application Service Provider and [EBSI Node Operator](#)⁸, to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 (GDPR)⁹ and/or Article 29 Regulation (EU) 2018/1725 (EUDPR)¹⁰. Parties who do not agree with the terms herein cannot participate in the EBSI Pilot Network.

This data processing agreement supplements the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement and the EBSI Node Operator in the EBSI Pilot Network Compliance Statement and applies only in the exceptional case where in the course of use of the EBSI Pilot Network, EBSI Node Operators, as processors, as defined in article 4(8) of Regulation (EU) 2016/679 (GDPR) and in article 3(12) of Regulation (EU) 2018/1725 (EUDPR), are processing personal data, as defined in article 4(1) of the Regulation (EU) 2016/679 (GDPR) and article 3(1) of the Regulation (EU) 2018/1725 (EUDPR), on behalf of an EBSI Application Service Provider as controller, as defined in article 4(7) of the Regulation (EU) 2016/679 (GDPR) and article 3(8) of the Regulation (EU) 2018/1725 (EUDPR).

Article 1 – Interpretation

1.1 Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

1.2 Unless otherwise defined herein, all capitalised terms shall have the meaning given to them in the EBSI Application Service Provider in the EBSI Pilot Network

⁸ Available at: <https://ec.europa.eu/digital-building-blocks/wikis/display/EBSI/Node+Operators>

⁹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) OJ L 119, 4.5.2016, p. 1–88

¹⁰ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), PE/31/2018/REV/1, OJ L 295, 21.11.2018, p. 39–98

Compliance Statement and the EBSI Node Operator in the EBSI Pilot Network Compliance Statement.

Article 2 – Docking clause

2.1 Any entity that is not a Party to this data processing agreement may accede to this data processing agreement at any time as a Data Controller or a Data Processor by registering on [\[link to a new survey for collection of acceptances to be added\]](#), accepting the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement and the EBSI Node Operator in the EBSI Pilot Network Compliance Statement and accepting the terms of this data processing agreement.

2.2 Once the acceding entity has completed the acceptance procedure, the acceding entity shall be treated as a Party to this data processing agreement and have the rights and obligations of a Data Controller or a Data Processor, in accordance with its registration on [\[link to a new survey for collection of acceptances to be added\]](#).

2.3 The acceding entity shall have no rights or obligations resulting from this data processing agreement from the period prior to becoming a Party.

Article 3 – Description of the processing

As detailed in the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement and the EBSI Node Operator in the EBSI Pilot Network Compliance Statement the EBSI Application Service Providers may, in exceptional cases, opt to use Personal Data on the EBSI Pilot Network.

The details of the processing operations, in particular the subject matter, duration, nature and purpose of the processing, types of Personal Data and categories of data subjects, shall be specified by the EBSI Application Service Provider and be made available to the EBSI Node Operator upon request. The EBSI Application Service Provider shall keep this information up-to-date at all times.

Article 4 - Obligations of the EBSI Application Service Provider in the EBSI Pilot Network

4.1 The EBSI Application Service Provider shall only in duly justified cases and only where strictly necessary, use Personal Data for the purpose of testing its applications or services in the EBSI Pilot Network and shall take all appropriate measures to ensure that only personal data from their employees are used.

4.2 The EBSI Application Service Provider shall act as Data Controller for any such processing of Personal Data by the EBSI Node Operator and comply with and fulfil all responsibilities related to this role under applicable data protection laws.

4.3 The EBSI Application Service Provider warrants that any Personal Data provided to the EBSI Node Operator is lawfully obtained and there is a valid basis for the processing under Article 6 (1) Regulation 2016/679 and/or Article 5 (1) of Regulation (EU) 2018/1725. Where appropriate the EBSI Application Service Provider shall obtain the required consents from data subjects and provide the necessary notices to data subjects.

4.4 The EBSI Application Service Provider shall implement appropriate technical and organisational measures, such as pseudonymisation and data minimisation, to ensure data protection by design and by default as set out in applicable data protection laws.

4.5 The EBSI Application Service Provider shall be responsible for fulfilling, as far as possible, the data subjects rights laid down in Chapter III (Articles 13-23) of Regulation (EU) 2016/679 (GDPR) and Chapter III (Article 14-24) of Regulation (EU) 2018/1725 (EUDPR), in particular the right to access, rectify or erase their Personal Data and the right to restrict or, where applicable, the right to object the processing or the right to data portability.

4.6. In the event that data subjects have any queries concerning the processing of their Personal Data, the EBSI Application Service Provider shall be responsible for addressing these queries.

Article 5 – Obligations of the EBSI Node Operator in the EBSI Pilot Network

5.1.The EBSI Node Operator shall be responsible for complying with all obligations under Regulation (EU) 2016/679 (GDPR) and/or Regulation (EU) 2018/1725 (EUDPR) applicable to its provision of services in its role as Data Processor.

5.2 The EBSI Node Operator may act only on documented written instructions and under the supervision of the EBSI Application Service Provider, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subjects may exercise their rights.

5.3 The EBSI Node Operator shall immediately inform the EBSI Application Service Provider if, in its opinion, an instruction of the EBSI Application Service Provider infringes Regulation (EU) 2016/679 (GDPR) and/or Regulation (EU) 2018/1725 (EUDPR) or any other Union or Member State data protection laws.

5.4 The EBSI Node Operator will not use or disclose the Personal Data for its own purposes except where expressly permitted by Article 28 (3)(a) Regulation (EU) 2016/679 (GDPR).

5.5 The EBSI Node Operator shall keep the Personal Data in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the Personal Data are processed.

5.6. The EBSI Node Operator shall comply with the technical instructions for the yearly reset of the EBSI Environment for the EBSI Pilot Network according to the EBSI Node Operator in the EBSI Pilot Network Compliance Statement.

Article 6 – Security and data breach notification

6.1 The EBSI Node Operator shall adopt appropriate technical and organisational security measures relating to the provided services¹¹. Both types of measures shall give due regard to the risks inherent in the processing.

6.2 The EBSI Node Operator shall grant its personnel access to the Personal Data to the extent strictly necessary for the implementation, management and monitoring of this data processing agreement. The EBSI Node Operator shall ensure that the personnel authorised to process Personal Data has committed itself to confidentiality or is under an appropriate statutory obligation of confidentiality in accordance with the provisions of Article 29 (3)(b) of Regulation (EU) 2016/679 or Article 28 (3)(b) of Regulation (EU) 2018/1725 as applicable.

6.3 In the event of a personal data breach concerning Personal Data processed by EBSI Node Operator on behalf of the EBSI Application Service Provider, the EBSI Node Operator shall notify the EBSI Application Service Provider without undue delay after the EBSI Node Operator having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

Article 7 - Subprocessors

7.1 The EBSI Node Operator participating in the EBSI Pilot Network may engage another Data Processor ('subprocessor') to conduct part or all of the processing of Personal Data.

7.2 The EBSI Node Operator will be notified of a change to the Subprocessor registry, thereby giving the EBSI Application Service Provider the opportunity to object.

¹¹ These organisational measures include the appropriate use of the service and its functionalities.

7.3 The EBSI Node Operator shall impose on the subprocessor the same obligations as those included in this data processing agreement.

7.4 The EBSI Node Operator shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor.

Article 8 – Localisation

8.1 The localisation of and access to the Personal Data processed by the EBSI Node Operator participating in the EBSI Pilot Network shall comply with the following:

- i. the Personal Data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory;
- ii. the data shall only be held in datacentres located within the territory of the European Union and the European Economic Area;
- iii. No access shall be given to such data outside of the European Union and the European Economic Area;
- iv. the EBSI Node Operator may not change the location of data processing without the prior written authorisation of the Data Controller;
- v. in case of any transfer of Personal Data under this agreement to third countries or international organisations, the transfer shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2016/679 or Chapter V of Regulation (EU) 2018/1725 as applicable.

Article 9 – Documentation and audits

9.1 The EBSI Node Operator shall maintain a record of all data processing operations carried out on behalf of the EBSI Application Service Provider until its deletion, which may take place at any time during or, at the latest, at the end of the processing period referred to in the beginning of this Annex. The EBSI Node Operator shall maintain a record of all transfers of Personal Data, security breaches, responses to requests for exercising rights of people whose Personal Data is processed and requests for access to Personal Data by third parties during the processing period referred to in the beginning of this data processing agreement.

9.2 On request, the EBSI Node Operator shall make available to the EBSI Application Service Provider all information necessary to demonstrate compliance with the obligations under this data processing agreement and allow for and contribute to audits, including inspections at the premises or physical facilities of the processor, conducted by the EBSI Application Service Provider or another auditor mandated by the EBSI Application Service Provider and where carried with reasonable notice.

Article 10 - Assistance

10.1 The EBSI Node Operator shall promptly notify the EBSI Application Service Provider of any request it has received from the data subject and assist the EBSI Application Service Provider in the handling of requests by data subjects concerning their rights pursuant to applicable data protection laws, taking into account the nature of the processing and the information available to the EBSI Node Operator. The EBSI Node Operator shall not respond to the request itself, unless authorised to do so by the EBSI Application Service Provider.

10.2 In addition to the EBSI Node Operator's obligation to assist the EBSI Application Service Provider pursuant to Clause 10.1, the EBSI Node Operator shall furthermore assist the EBSI Application Service Provider in fulfilling the obligations set out in Articles 32 to 36 Regulation (EU) 2016/679 (GDPR) or Articles 33 to 40 of Regulation (EU) 2018/1725, taking into account the nature of the data processing and the information available to the Data Processor.

Article 11 –Termination and deletion

11.1 This data processing agreement shall automatically terminate upon the termination of the EBSI Pilot Network. The data processing agreement shall also terminate automatically for a specific Party when that Party no longer has access to the EBSI Pilot Network.

11.2 After termination the EBSI Node Operator participating in the EBSI Pilot Network shall effectively delete all Personal Data unless its Sponsoring EBP Member or Union law requires a longer storage of those Personal Data.

Article 12 – Miscellaneous

12.1 The EBSI Node Operator in the EBSI Pilot Network Compliance Statement and the EBSI Application Service Provider in the EBSI Pilot Network Compliance Statement shall also apply to this data processing agreement.

12.2 If there is any conflict between any provision of any other agreements between the Parties, this data processing agreement shall prevail.