Annex 3

Governance Charter

GPT-NL Project

Governance Charter

Version 1.0

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1.	**DEFINITIONS**

In this Governance Charter, the following words and expressions shall have the following meanings:

"**Advisory Board**" means the board as set up and with the roles and functions as described in Section 2.5.3;

"**Co-Chairs**" means the persons co-chairing the Advisory Board, designated as such in accordance with Section 2.5.2;

"**Content Consortium**" means the consortium of Content Contributors who collaboratively provide content necessary for the training and future updating of the GPT-NL Model;

"**Content Contributor**" means a party that participates in the GPT-NL Project by (i) contributing relevant content for purposes of training of the GPT-NL Model and (ii) is invited to participate in the governance of the GPT-NL Project in accordance with this Governance Charter;

"**Content Board**" means the board consisting of representatives of the Content Contributors, designated as such in accordance with Section 2.5.6.

"**Content Contributor Agreement**" means the agreement between TNO and a Content Contributor regarding the provision of training content for the GPT-NL Project;

"**Data Protection Protocol**" means the protocol governing obligations of TNO and the Content Contributors and potential other stakeholders with respect to processing of personal data in the context of the GPT-NL Project. The Data Protection Protocol is published on the GPT-NL website and may be updated from time to time in accordance with this Governance Charter;

"**GPT-NL Model**" means one or more Dutch-language large language model developed pursuant to the Grant and further grants or license income generated for this purpose;

"**Grant**" means the grant awarded to TNO on 26 April 2024[1] for the development of a cloud-based research infrastructure for operating, training, finetuning, testing and analyzing all aspects of large language models, which includes the creation of at least a first iteration of a Dutch large language model;

"**Governance Charter**" means this charter, which sets out the functions and responsibilities assigned to the various participants to the GPT-NL Project;

"**GPT-NL Project**" means the project to build the Research Facility, which includes the creation of the GPT-NL Model, which GPT-NL Model will be made available to third parties to serve the national public interest;

"**GPT-NL website**": the website with url: www.gpt-nl.nl

"**Managing Director of TNO**" means the managing director of TNO responsible for the GPT-NL Project.

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[1] See https://www.rijksoverheid.nl/documenten/kamerstukken/2024/04/10/eerste-financieringsronde-faciliteiten-voor-toegepast-onderzoek-fto.

"**NFI**" means the Netherlands Forensic Institute.

"**Project Team**" means the individuals who are designated as such in accordance with Section 2.5.4;

"**Research Facility**" means the cloud-based research infrastructure for operating, training, finetuning, testing of large language models (LLMs) and research into all aspects of LLMs to developed by or on behalf of TNO pursuant to the Grant;

"**Responsible Use Policy**" means the policy that shall set out the default responsible use restrictions that will apply under the licensing terms for use of the GPT-NL Model to both scientific non-commercial research and commercial uses. The Responsible Use Policy will contain limitations and permissions based on objective norms that are common practice in the market. The Responsible Use Policy is published on the GPT-NL website and may be updated from time to time in accordance with the Governance Charter.

"**Responsible Directors**" means the director *ICT Strategy & Policy* and the director *Defense, Safety & Security* of TNO.

"**Responsible Units**" means the TNO Unit *ICT Strategy & Policy* and TNO *Unit Defense, Safety & Security*.

"**Revenue Sharing Mechanism**" means the policy for compensating Content Contributors for providing training content for purposes of training and future updating of the GPT-NL Model. The Revenue Sharing Mechanism is published on the GPT-NL website, and may be updated from time to time in accordance with the Governance Charter;

"**SURF**" means the Dutch IT cooperation for education and research institutions;

"**Training Content Protocol**" means the protocol that sets out the requirements to be followed by the Content Contributors and TNO when preparing training content for the GPT-NL Model. The Training Content Protocol provides the objective norms, tools, and/or protocols that must be followed or applied for the compliance of (the development of) the GPT-NL Model with Applicable Laws. The Training Content Protocol is published on the GPT-NL website and may be updated from time to time in accordance with the Governance Charter;

"**TNO**" means the Netherlands Organization for Applied Scientific Research; and

"**Workgroups**" means the ad-hoc, time-limited groups as described in Section 2.5.7.

2.   BACKGROUND INFORMATION

2.1.   Background of the GPT-NL Project

The intention of the GPT-NL Project is to train the GPT-NL Model based on high quality content (free of harmful and irrelevant content) for which a license has been obtained (or no license is required) and by ensuring that the content is prepared in a privacy-preserving manner.in accordance with the Training Content Protocol. To achieve this, TNO is setting up a consortium of Content Contributors that provide training content for the purpose of the creation and future updating of the GPT-NL Model (the **Content Consortium**) and participate as stakeholders in the governance of the GPT-NL Project.

2.2. Description

This Governance Charter is an attachment to the Content Contributor Agreements (or other specific agreement) to be entered into between TNO and each of the individual Content Contributors, who collectively make up the Content Consortium. This Governance Charter sets out the functions and responsibilities assigned to each of the parties involved with the GPT-NL Project.

2.3. Amendments to this Governance Charter

This is a controlled document for which the Project Team is accountable. Changes to the Governance Charter may be proposed by TNO or any of the relevant stakeholders and will be decided in accordance with this Governance Charter.

2.4. Organizational Structure
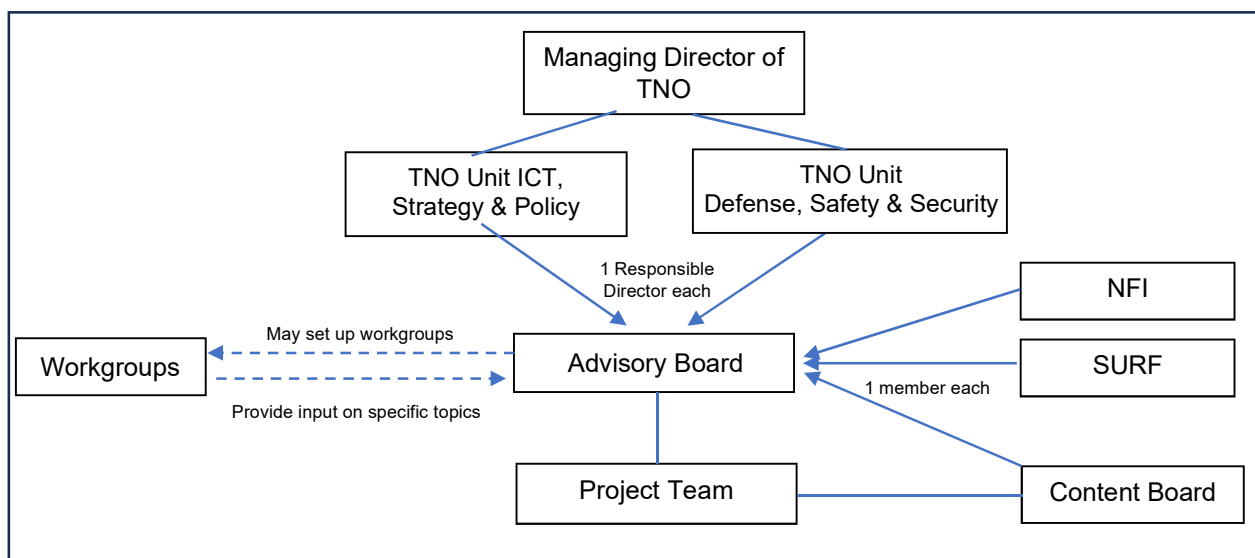
2.5. Roles

2.5.1. The Managing Director of TNO

2.5.1.1. Decision-making

Within TNO, Units are tasked with executing specific scientific projects. The GPT-NL Project is a joint project of the Responsible Units. The decision-making authority in respect of the GPT-NL Project is in accordance with the existing decision-making mandates within TNO. The Responsible Directors have the power to take decisions about the GPT-NL Project as are within their respective mandates and will do so in accordance with this Governance Charter. Decisions that exceed the Responsible Directors' mandate will be submitted to the Managing Director of TNO, accompanied by an advice of the Advisory Board (see below).

2.5.2. Co-Chairs of the Advisory Board

2.5.2.1. Appointment

The Responsible Directors shall act as Co-Chairs.

2.5.2.2. Roles and Responsibilities

The Co-Chairs assume overall responsibility for the proper functioning of the Advisory Board and will chair the Advisory Board meetings. They will also act as spokespersons about the GPT-NL Project to the public.

2.5.3. Advisory Board

2.5.3.1. Appointment

The representatives serving on the Advisory Board will include, but may not be limited to:

1. The Co-Chairs (set out in Section 2.4.2)
2. A member on behalf of the Content Board;
3. A member on behalf of NFI; and
4. A member on behalf of SURF.

The selection process of the members on behalf of the Content Board, NFI and SURF will require input from the other members of the Advisory Board and the Project Team. When at a certain moment in time NFI or SURF is no longer actively involved in the GPT-NL Project in a meaningful manner, their respective role as member of the Advisory Board will terminate and the Co-Chairs will invite other stakeholders in the GPT-NL Project to join the Advisory Board instead. Any selection of new members will require input from the other members of the Advisory Board and the Project Team.

2.5.3.2. Roles and Responsibilities

The Co-Chairs will determine the agenda of the Advisory Board meetings, which will include all important decisions in relation to the GPT-NL Project. The Advisory Board will discuss such material matters relating to the GPT-NL Project, which will inform the decision-making by the Responsible Directors. If a decision falls outside the decision-making mandate of the Responsible Directors, the Advisory Board will issue advice to the Managing Director of TNO for decision.

Topics that will be discussed within the Advisory Board include, but are not limited to the following topics:

1. the collective vision, the goals of the GPT-NL Project and the annual collaborative agenda;
2. selection of Workgroups, potential new Content Contributors, and service providers;
3. new licensing types and terms under which the GPT-NL Model will be made available as well as individual deviations to be agreed upon by TNO with individual licensees that would substantially affect the protection provided to Content Contributors;
4. new development ideas;
5. the continuing integrity and rigor of the GPT-NL Project;
6. potential additional funding sources and help create and maintain relationships with existing funding sources;
7. articles, presentations, press releases or other publicity;
8. revisions to the Contributor Agreement (including amendments per Section 14.8), the Governance Charter, the Training Content Protocol, the Revenue Sharing Mechanism, the Responsible Use Policy, the Data Protection Protocol and the licensing terms for the GPT-NL Model as well as additional policies in the context of the GPT-NL Project;
9. requests or proposals submitted to the Advisory Board by the Content Board in accordance with Section 2.5.6;

10. any enforcement actions to be undertaken by TNO in respect of violation by licensees of the license terms;
11. advising and assisting the Co-Chairs in their capacity as spokespersons for the GPT-NL Project to the public.

The term for representatives serving on the Advisory Board will be three years, except for the inaugural representatives, to allow for continuity. The Co-Chairs' and Advisory Board members' terms should be staggered; this is done so that there is at least one continuing representative on the Advisory Board in any year. Re-election is permitted, and there is no overarching term limit.

2.5.3.3. Meetings and advice

Meetings will be convened by teleconference, web, or face-to-face. Meetings will be regularly scheduled, monthly as needed, and no less than quarterly. Agenda items will be solicited before the meeting and circulated to attendees. Meeting minutes will be distributed following the meeting.

The Co-Chairs will ensure that the Advisory Board has a meaningful say in important decisions regarding the GPT-NL Project and that any advice of the Advisory Board will be taken into serious consideration. If at any given time a member of the Advisory Board disagrees with an important decision of the Co-Chairs, they may provide a written advice to the Managing Director of TNO requesting reconsideration of the decision of the Co-Chairs.

Decisions that exceed the Responsible Directors' mandate will be submitted to the Managing Director of TNO together with an advice of the Advisory Board. Any advice of the Advisory Board to the Managing Director of TNO requires a quorum of at least 60% of the Advisory Board. Any member of the Advisory Board that does not agree with the advice may require that the advice includes a written explanation why the relevant member does not agree with the advice. For advice requested over email, at least 60% of the Advisory Board are required to respond before the decision on the advice is considered final.

At least one Co-Chair's vote is required for decisions on advice made in meetings or remotely. The Managing Director of TNO shall take any advice of the Advisory Board into serious consideration.

The Advisory Board shall take into serious consideration any requests or proposals submitted by the Content Board to the Advisory Board in accordance with Section 2.5.6.

Advisory Board members are responsible for disclosing any conflicts of interest related to decisions on advice that affect their other roles. In these cases, representatives must recuse themselves and not participate in those discussions or attempt to influence the decision-making process. Any conflict-of-interest disclosure must be declared at the beginning of the Advisory Board meeting. Other representatives from the Board, Project Team, Workgroups, or other external advisors may be invited to Advisory Board meetings to discuss specific agenda items on an as-needed basis when the Advisory Board desires additional expertise or other input.

Decisions on advice and action items from meetings will be documented and archived by the Project Team; any representatives responsible for action items will be notified.

2.5.3.4. Decisions requiring agreement member representing Content Board

Decisions by the Co-Chairs or the Managing Director of TNO on topics 3, 8, or 9 in Section 2.5.3.2. that may have a substantial negative impact on the protection provided to Content Contributors under the Content Contributor Agreement, may only be taken with the agreement of the member on behalf of the Content Board, which will not be unreasonably withheld. In case such agreement

is withheld, relevant Content Contributors may terminate the Content Contributor Agreement in accordance with Section 13.2 thereof, and from the moment notice of termination has been given, any decisions of TNO on topics 3, 8 or 9 may only be taken in respect of new versions of the GPT-NL Model which are no longer trained on the content of these Content Contributors, unless specifically agree otherwise by the member of the Content Board and the relevant Content Contributors that have provided notice of termination of the Content Contributor Agreement.

2.5.4. Project Team

2.5.4.1. Appointment

The Project Team will be designated by the Responsible Directors and comprise of individuals who provide operational support to the GPT-NL Project and the Content Board, and any other designees as appropriate. Subject matter experts may also be invited to Project Team meetings from time to time.

2.5.4.2. Roles and Responsibilities

The Project Team will be responsible for all operational activities related to the GPT-NL Project, including operational decisions that support the GPT-NL Project's priorities defined by the Responsible Directors, communications, meeting planning, budgeting/finance, and contracting with Content Contributors, service providers, and other third parties. The Project Team will report to the Responsible Directors and keep the Advisory Board informed of any issues.

Project Team meetings may be weekly or bi-weekly. In addition, the Project Team or their designee will coordinate activities (calls, meetings, communications), coordinate the development and maintain version control of all relevant documents and protocols relating to the GPT-NL Project, and develop and implement quality assurance measures that include monitoring of adherence to the Training Content Protocol, Data Protection Protocol and any other related protocols or policies as well as quality control of data.

2.5.5. Content Contributors

2.5.5.1. Appointment

Content Contributors will be invited to participate in the GPT-NL Project by the Project Team, in collaboration with the Advisory Board, based on their ability to participate in and contribute to the GPT-NL Project.

2.5.5.2. Roles and Responsibilities

Content Contributors will be responsible for adhering to the process and policies in this Governance Charter, choosing a member to the Content Board, and (if so invited) participate in Workgroups, to provide input to protocols of the GPT-NL Project and be active contributors to support the mission and goal of the GPT-NL Project.

2.5.6. Content Board

All Content Contributors will be invited to join the Content Board. The Project Team is responsible for convening the Content Board every 6 months basis, or such other interval as decided by the Advisory Board. A member of the Project Team will chair the meetings of the Content Board. The Content Board will engage in a collaborative manner with the Project Team and each other on any topics relating to the GPT-NL Project and will advise the Advisory Board on any such topics.

The Content Board will be represented on the Advisory Board with one member. The Content Board may propose a representative which is decided by voting on the basis of Relative Data Value. The selection process of the member to join the Advisory Board, will require input from the other members of the Advisory Board and the Project Team.

The Content Board may submit a request or proposal to the Advisory Board for consideration, provide the request or proposal is supported by a majority of the Content Contributors based on their collective Relative Data Value.

2.5.7. Workgroups

2.5.7.1. Appointment

Workgroups can be proposed by the Project Team, the Content Contributors, or the Advisory Board, as needed and will be discussed in the Advisory Board for advice. In any event a Content Workgroup will be set up for any topics relating to the practical and technical aspects of the preparation and provision of the Training Content.

2.5.7.2. Roles and Responsibilities

Workgroup members will engage in a collaborative manner with each other on a specific project or question/needs for which the Workgroup has been established. Any member of a Workgroup would be expected to participate in the relevant GPT-NL Project. Workgroup members must disclose any conflicts of interest that could present a bias in the design, conduct, or reporting when working on the relevant project. Workgroup meetings will be conducted on an as needed basis but no less than quarterly. Workgroups will be inactivated once projects are completed.

2.5.8. Service Providers

The Project Team will consult the Advisory Board on selecting any necessary service providers. The GPT-NL Project, as any project that involves the training of a large language model, requires a substantial amount of computational power.

3. CONFLICTS OF INTEREST AND SERIOUS MISCONDUCT

3.1. Financial Disclosure and Conflict of Interest

The Advisory Board, the Project Team, the Board, and other key personnel will be required to disclose all financial interests and working relationships with any entity whose financial interests potentially could be affected by the conduct or outcome of the GPT-NL Project.

3.2. Serious Breach of Policies or Misconduct

Major violations or misconduct under an agreement with a Content Contributor Agreement, the Training Content Protocol, the Data Protection Protocol or the Acceptable Use Policy that may jeopardize privacy or safety, and/or the integrity of the GPT-NL Project should be reported to TNO via abuse@gpt-nl.nl, and may result in the infringing party no longer being able to participate in the GPT-NL Project. This is especially a concern when a certain individual or entity is making more mistakes than expected. Assessment of any suspected or alleged serious misconduct will be discussed by the Project Team first and then escalated to the Advisory Board if there is evidence of serious misconduct.

4.   COLLABORATION AND TRANSPARENCY

4.1.   Requests to Use General Information

Organizations wishing to publish or present general information about the GPT-NL Project, which do not include confidential or proprietary information, may do so without formal approval. Examples of general information include the number and identity of participating Content Contributors, information (e.g., protocols and milestones) about the GPT-NL Project, and summaries of publications and presentations. Because information about the GPT-NL Project changes frequently, such organizations are encouraged to use frequently updated slides from the Project Team and send a courtesy advance notification to the Project Team via info@gpt-nl.nl about the intended publication or presentation.

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