

Ellipse and DKP Collaboration Community

Terms of reference

1. Background

- 1.1. The BIS Open Technology is a new initiative of the BIS for sharing statistical and financial software as public or community goods. These software tools will be developed according to international best practices and standards and are intended to be reused and further developed in a wide variety of environments.
- 1.2. The DKP is a technology stack developed by the MAS and used for the development of the [Project Ellipse](#) platform prototype.
- 1.3. Based on Project Ellipse and the DKP, and in accordance with the BIS Open Technology initiative, the BIS is continuing the project to develop community goods in collaboration with a community of central banks and financial sector public authorities. The EDKP Project aims to leverage and enhance the DKP repository to serve common use cases and priorities.
- 1.4. The initial term of the EDKP Project will be for a 48-month period and until 30 June 2027 for participation, usage, and contributions by central banks and financial sector public authorities that form part of the EDKP Community and collaborate in the EDKP Project, and that have agreed to participate in the EDKP Project and contribute to the EDKP repository. The EDKP Project term may be further extended. Participants understand that the EDKP Project will be governed by these Terms of Reference, including the terms of the EDKP Licence Agreement 1.0 annexed to the Terms of Reference. For the avoidance of doubt, all references to the “Terms of Reference” shall, unless stated otherwise, also include the Licence Agreement. Defined terms shall have the same meaning in both the Terms of Reference and the Licence Agreement.

2. Definitions

- 2.1. **“BIS”** means Bank for International Settlements.
- 2.2. **“Contributions”** means any materials, software programs, codes, standards, know-how, methodologies, or any drafts or work products owned or developed prior to or outside the scope of the EDKP Project and submitted to the Repository in the course of the EDKP Project or contributed by Participants in connection with the EDKP Project.
- 2.3. **“Developments”** means any materials, software programs, codes, standards, know-how, methodologies in finalised (non-draft) form developed jointly or individually by the Participants, in the course of the EDKP project, and for the purposes of and within the scope of the EDKP Project.
- 2.4. **“DKP”** is a technology stack developed by the MAS and used for the development of the Project Ellipse platform prototype.
- 2.5. **“EDKP Community”** means the community of central banks and financial sector public authorities collaborating in the EDKP Project.

- 2.6. **“EDKP Project”** means the project launched by the BIS to develop community goods in collaboration with the EDKP Community.
- 2.7. **“EDKP Terms of Reference”** means the terms which govern the collaboration of Participants in the EDKP Project.
- 2.8. **“IP Rights”** means intellectual property rights, and includes patents, trade secrets, knowhow, registered designs, copyrights, design rights, topography rights, trademarks, service marks, business names, registrations of and applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights, and rights to sue for passing off.
- 2.9. **“Licence Agreement”** means the the terms of the EDKP Licence Agreement 1.0.
- 2.10. **“MAS”** means the Monetary Authority of Singapore.
- 2.11. **“Participants”** means the central banks and financial sector public authorities that form part of the EDKP Community and collaborate in the EDKP Project.
- 2.12. **“Software”** means the DKP Repository or any other Contributions and any Developments.
- 2.13. **“Terms of Reference”** means this document including the Licence Agreement incorporated in the Annex hereto.
- 2.14. **“Third Party Providers”** mean any third-party service providers or vendors engaged by a Participant, including but not limited to, web-hosting platforms, software services, contractors and consultants.

3. Objectives

- 3.1. The objectives of the EDKP Project are to:
- Create a forum for Participants to collaborate and create new technologies to serve common use cases and priorities.
 - Foster and promote the importance of this new form of international collaboration for the central banking community to support digital innovation and transformation.
 - Encourage the development of globally relevant public or community goods to improve the functioning of the financial system.

4. Governance

Participants

- 4.1. By participating in the EDKP Project, each Participant consents (i) to these Terms of Reference, including the Licence Agreement incorporated hereto, as they may be amended from time to time in accordance with paragraph 11.4 hereto, and (ii) to contribute to the EDKP Project experienced individuals (**“Individual Contributors”**) who have typically contributed to the development of new and innovative software projects within their institution, such as digital transformation initiatives, an innovation lab or the business and/or technology units directly responsible for rolling out new applications.

Roles

- 4.2. Participants and their respective Individual Contributors will contribute to the EDKP Project on a Github repository (“**Repository**”) to be deployed by the BIS in support of the EDKP Project. The BIS will deploy the Repository using its own IT facilities and those of third-party cloud providers. Any use of third-party cloud facilities to provide the platform for the EDKP Project will be subject to the security standards and cloud risk control framework of the BIS.
- 4.3. Participants and their respective Individual Contributors given access to the Repository will only access the Software, deploy/test the applications and consider code adaptations / contributions where it meets the objectives set out in paragraph 1 of the Terms of Reference.
- 4.4. The EDKP Community consists of Participants, Lead Maintainer and the Administrator:
 - The **Lead Maintainer (LM)** is the EDKP Project's interface with Participants. The LM is responsible for the Repository from a technical perspective, ensuring code quality, robustness, and functionality of the Repository's main-branch code to ensure that the code base can be built upon in the future. The LM for the EDKP Project is the MAS.
 - The **EDKP Project Administrator (Administrator)** is responsible for the overall oversight of EDKP Project and coordination of its implementation, setting deliverables and deadlines. The Administrator is tasked with organising and coordinating workshops and meetings, deciding on any adjustments deemed necessary to the scope of the EDKP Project, based on the output of the work carried out. The Administrator for the EDKP Project is the BIS.

5. Contributions & Developments

Contribution & Developments Rules

- 5.1. All Participants and their respective Individual Contributors may submit a Contribution or Development to the EDKP Project. Contributions and Developments may include code, issues, comments, documentation, media, or any combination of the above. The rules below apply to all submitted Contributions and Developments.
 - All submitted Contributions and Developments **MUST** be carried out as pull requests to the DKP repository main branch.
 - All pull requests **SHOULD** be reviewed by the Lead Maintainer (MAS) before being merged.
 - Pull requests for non-trivial contributions **SHOULD** remain open for a review period sufficient to give all Participants a sufficient opportunity to review and comment on them.
 - After the review period, if no Participant has an objection to the pull request, the Lead Maintainer **MAY** merge it.
 - If any Participant object to a pull request, the Lead Maintainer **SHOULD** try to come to consensus through discussion.

Contribution & Development Process

- 5.2. Before making a Contribution or Development, Participants and their respective Individual Contributors are encouraged to take the following steps:
 - Check whether there is already an open issue related to the proposed Contribution or Development. If there is, discuss the issue with the EDKP Community.

- If there is no relevant issue, create one, describing the Contribution or Development and the problem it addresses.
 - Respond to any questions or suggestions raised in the issue by other Individual Contributors.
 - Branch or fork the relevant DKP repository(ies) and prepare the proposed Contribution or Development.
 - Submit a pull request.
- 5.3. All Participants and Individual Contributors on their behalf must have the EDKP Licence Agreement on file before their pull requests will be merged.

6. Community meetings

- 6.1. The EDKP Community will meet at least six times during the 48-month term of the EDKP Project. Subject to their consent to these Terms of Reference and the Licence Agreement, new Participants may also be onboarded onto the EDKP Community.

7. IP Ownership and Licensing

- 7.1. Participants agree that the ownership and licensing of IP Rights in any Contributions and Developments shall be in accordance with the terms in the Licence Agreement. Please refer to the Annex for the full Licence Agreement.

8. External communication and publications

- 8.1. No external communication or media release to the general public relating to the EDKP Project or its results (“**Communication**”) shall be made unless all the Participants have provided their consent for such Communication. Each Communication shall indicate that the EDKP Project is a collaborative effort between the Participants and shall indicate also the names, acronyms and logos of each Participants for this purpose.
- 8.2. For the avoidance of doubt, a Participant does not need to seek the consent or agreement of any other Participant to make available to public any Communication already made to the public, in whole or in part; or refer to or disclose any other information relating to the Project that is already in the public domain prior to the Party’s reference or disclosure.

9. Confidentiality

- 9.1. Participants shall share with each other only information that is reasonable for the purposes of the EDKP Project and for fulfilling their respective obligations under the TOR pursuant to the laws, statutes and internal procedures applicable to each Participant. At no point will Participants be encouraged to provide information they view as unsuitable for sharing with outside organisations.
- 9.2. Each Participant will treat as confidential any non-public information shared with it by BIS or by another Participant in the context of the EDKP Project and shall not disclose such information to third parties except and otherwise, in accordance with these Terms of Reference and the Licence Agreement. Each Participant may disclose the purpose of performance of activities inherent to that Participants’ legal duties, or with the previous consent of the Participant who owns the information.

10. Use of Name, Acronym or Logo

- 10.1. Subject to paragraph 8 above, Participants of the EDKP Community may not, without the prior written consent of the other Participants, use the name, acronym, or logo of the other Participants in any advertising, publicity releases, presentations, or any other publicly distributed information relating to the Project. In all cases, when the use of the Participants' names, acronyms or logos is required and permitted, each Participant shall provide, to the other participants, their names, acronyms, and logos in a format to be used for the purposes permitted for the EDKP Community.

11. General Provisions

- 11.1. These Terms of Reference are a public document. Their latest version will be made available on the website of the BIS.
- 11.2. These Terms of Reference apply for the duration of the EDKP project or until such time as they are terminated by the BIS upon one month's written notice to the other Participants. These Terms of Reference will continue to apply to any information shared before the date on which such termination enters into effect. The licence granted pursuant to the Licence Agreement, shall survive the termination of these Terms of Reference.
- 11.3. These Terms of Reference and Licence Agreement shall terminate automatically without notice from the BIS in case of breach of the Terms of Reference and Licence Agreement and failure to cure such breach within 30 days of becoming aware of such breach. Upon termination, Participants in breach agree to immediately stop any further use or distribution of the Software. The BIS shall not be liable for compensation, indemnity, or damages of any kind solely as a result of terminating this Terms of Reference and Licence Agreement in accordance with its conditions.
- 11.4. These Terms of Reference may be amended by the BIS upon not less than one month's written notice to all Participants, provided that Participants have been consulted in advance of the issuance of any such written notice.
- 11.5. Nothing in or relating to these Terms of Reference shall be deemed a waiver, express or implied, of any of the rights and remedies available to any Participant.
- 11.6. If any provision in these Terms of Reference is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, such illegality, invalidity of unenforceability shall not affect:
 - a. the legality, validity or enforceability in that jurisdiction of any other provision of the Terms of Reference; or
 - b. the legality, validity or enforceability in other jurisdictions of that or any other provision of the Terms of Reference.

12. Dispute Resolution

- 12.1. This TOR shall be governed by and construed in accordance with the laws of England and Wales. The place of performance of this TOR shall be England and Wales, and in the event of any dispute arising out of or in connection with this TOR, the courts of England and Wales shall have exclusive jurisdiction.

EDKP Licence Agreement 1.0

Please read this Licence Agreement carefully before downloading, installing, or using the Software accompanying this Licence Agreement. By participating in the EDKP Project and using the Software, Participants agree to be bound by EDKP Terms of Reference and the terms of this Licence Agreement. If you do not agree to the terms of this Licence Agreement, do not download, install, or use the Software. Unless otherwise defined herein, terms and expressions used in this Licence Agreement shall have the same meaning and construction set forth in the EDKP Terms of Reference.

1. IP Rights and Licence to the Contributions

- 1.1. Each Participant retains ownership of all IP Rights and other proprietary rights in its Contribution(s).
- 1.2. Each Participant hereby grants to the other Participants, effective on the date that Participants accepts this Licence Agreement and the EDKP Terms of Reference, a world-wide, royalty-free, non-exclusive, unlimited, irrevocable licence to access and use the Contributions and to modify them or create derivative works thereof (as applicable) to serve the objectives of the EDKP Project. Participants modifying the Contributions or creating derivative works using the Contributions must clearly state in the modified Contributions or derivative works (as the case may be) the modifications or derivations made to the Contributions.
- 1.3. Participants are also permitted to share the Contributions with Third Party Providers only in each instance solely and exclusively for the purpose of allowing such Third Party Providers to perform the services that Participants have engaged the Third Party Providers for. Upon completion of the EDKP Project, the Participant shall ensure that Third Party Providers whom it has shared the Contributions with are required to immediately delete and/or destroy all data in its possession relating to or in connection with the Contributions. In all cases, Participants engaging a Third Party Provider shall remain fully responsible for all actions and omissions of such Third Party Providers.
- 1.4. Subject to paragraph 1.3 above, Participants are not permitted to distribute the Contributions to any individual, group or corporation who is not a Participant of the EDKP Community. For avoidance of doubt, this does not apply to Participants who own the IP rights to their Contributions.

2. IP Rights and Licence to the Developments

- 2.1 Any IP Rights and other proprietary rights to the Developments shall be vested in the BIS.
- 2.2 The BIS hereby grants to the Participants a world-wide, royalty-free, nonexclusive, unlimited, irrevocable licence to (a) access and use the Developments and (b) modify them or create derivative works thereof (as applicable) for any non-commercial purposes.

3. Distribution

- 3.1. Usage and distribution of the Software by the Participants must be accompanied by a copy of this Licence, the terms of which cannot be altered or restricted.

3.2. The following notice must accompany the Software:

This program is a free software; you can modify it and redistribute it under the terms of the EDKP Licence Agreement as published by the Bank of International Settlements (BIS). This program is distributed to support collaboration among participants in developing and sharing applications to serve common regulatory and supervisory objectives, but without any warranty. See the EDKP Licence for more details. You should have received a copy of the EDKP Licence along with this program. If not, see [Ellipse and the Data and Knowledge Platform \(DKP\) \(github.com\)](#)

4. Disclaimer of Warranty

- 4.1. The Software may contain, in whole or in part, pre-releases, or untested or partially tested elements. The Software may contain errors that could cause failures or loss of data or may be incomplete or contain inaccuracies. By downloading, installing, or using the Software, Participants expressly acknowledge and agree that use of the Software is at Participants' sole and entire risk.
- 4.2. Except when otherwise stated in writing, Developments and Contributions forming part of the Software are provided "as-is" without warranty of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and noninfringement. The entire risk as to the quality and performance of the Contributions is with the Participants. Should the Contributions prove defective, Participants assume the cost of all necessary servicing, repair, or correction.

5. Limitation of Liability

- 5.1. In no event will Participants be liable for damages, including any general, special, incidental, or consequential damages arising out of the use or inability to use the Software (including but not limited to loss of data or data being rendered inaccurate, or losses sustained by Participants or third parties, or a failure of the Software or its components to operate with any other software or code(s)).