

March 27 2025

To whom it may concern,

Following the messages between the Coordinator of GoIT (EDI, Latvia) and the Project Officer ([redacted]) copied below I would like to note that:

Concerning the communication with the Project Officer:

- FSI is technically unable to write messages on the EU portal since this function has been disabled at the beginning of the Project.
- On October 2 2024 the Coordinator wrote to all Partners *“Dear all, Just in case, I remind you that contacting PO directly by individual consortium beneficiaries is a breach of Grant Agreement. Take care, Rihards”*.
- I am therefore unable to reply the above-mentioned messages directly.

Concerning the participation to the Consortium and the accusations:

- FSI thoroughly rejects any accusations of breaches of the principle of good faith.
- None of the parties have, at any moment, provided FSI with a conclusive or cogent overview of: (i) what caused this breach; or (ii) how it could be remedied.
- Other members of the Consortium have acted in bad faith.
- **FSI has not officially been terminated from the Consortium as such is under dispute.** Up and until all procedures regarding termination are finalized FSI remains part of the consortium.
- The Project Officer has been informed that such is under dispute.
- FSI has continued and still continues (as a part of the Consortium) to perform its allocated tasks such as the development of the GPL-compatible copyleft hardware licence and other core activities such as the maintenance of the digital infrastructure of the project used by all Partners. EDI has been aware all the time of these activities.
- FSI awaited notice of the arrangements for mediation in accordance with the WIPO Mediation Rules, but that the Coordinator failed to do such arrangements in breach of Art. 11.8.2 of the Consortium Agreement.
- **The lawyers Jeff Senduk and Peter Gjortler of Grayston & company have formally notified EDI on October 14 2024 (see document copied below).**

Concerning the development of the GPL-compatible copyleft hardware licence:

- The subcontracting task has been concluded prematurely by EDI without consulting with the responsible of the task (FSI), presumably with the sole scope of recovering the corresponding expenses when self-terminating the project.
- The ultimate goal of the licence development task within GoIT is to announce the novel licence. Until this is achieved the task cannot be considered terminated. To this end both FSI and the lawyer Panos Alevropoulos (whose contract was concluded prematurely) are continuing to work on the project on the following domains:
 - (a) announcing the licence to a legal free software conference (April, talk accepted) and other related conferences
 - (b) collecting feedback from third parties, and
 - (c) preparing a report with all arguments for the licence, to be submitted to the Board of the Free Software Foundation (FSF).

Therefore, I kindly ask again to stop the Amendment Request and I suggest instead to launch an "EU-initiated GA suspension" according to GA Art. 31.2.1 of the parts of the grant affected by poor performance as indicated by the Review Report or to launch any other action which do not hurt the on-going successful activities.

With sincere regards,
Luca Alloatti, PhD

Luca Alloatti

Messages between EDI and the Project Officer

From: Coordinator ([redacted])

19 March 2024

Dear Project Officer,

As there has been a formal notification from the FSI regarding the project termination process, I would like to give the following clarifications:

- FSI has been recognized as a defaulting party following two votes by the project's General Assembly (initial vote identifying breach and vote after remedy the period);
- As a defaulting party, FSI cannot veto decisions undertaken by the Consortium.
- The GPL-compatible hardware license subcontracting has been concluded. The following procedures are undertaken for license draft acceptance by the Free Software Foundation.

Additionally, would it be possible for you to clarify this particular circumstance? FSI is now a Defaulting party according to the Consortium Agreement, which is not reflected in the Grant Agreement.

- Can FSI simultaneously be inside (according to the Grant Agreement) and outside (according to the Consortium Agreement) in the Consortium?

Take care,
Rihards

From Project Officer ([redacted]) to EDI

25 March 2025

Dear Rihards,

Thank you for those clarifications. I have asked our legal department, whether the exclusion of FSI as defaulting partner is to be executed first in a GA amendment or whether it is good enough just to process your termination request. I am still waiting for a reply and will keep you prompted.

Best regards,
Markus