

Der Chef der Staatskanzlei | Postfach 7122 | 24171 Kiel

An den
Vorsitzenden des Finanzausschusses
des Schleswig-Holsteinischen Landtages
Herrn Christian Dirschauer, MdL
Landeshaus
24105 Kiel

Minister

Schleswig-Holsteinischer Landtag
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nachrichtlich:
Frau Präsidentin
des Landesrechnungshofs
Schleswig-Holstein
Frau Dr. Gaby Schäfer
Berliner Platz 2
24103 Kiel

über:
Finanzministerium des Landes
Schleswig-Holstein
Düsternbrooker Weg 64
24105 Kiel

gesehen
und weitergeleitet
Kiel, den 30.03.2025
gez. Staatssekretär
Oliver Rabe

20. März 2025

Partnerschaftsabkommen zwischen Schleswig-Holstein und dem Nordic Institute for Interoperability Solutions (NIIS)

Sehr geehrter Herr Vorsitzender,

das Land Schleswig-Holstein und das Nordic Institute for Interoperability Solutions (NIIS) haben am 19. Februar 2025 ein Partnerschaftsabkommen geschlossen, um über Ländergrenzen hinweg Verwaltungsprozesse zu beschleunigen und offene Innovation zu ermöglichen.

Das Institut, welches von den Regierungen Estlands, Finnlands und Islands gegründet wurde, gewährleistet die gemeinsame Entwicklung offener, digitaler Lösungen. Eine dieser Lösungen ist die sogenannte „X-Road“ – eine auf Open Source basierende Datenaustauschplattform, die den Datenaustausch auf kommunaler, föderaler und internationaler Ebene vereinfachen und standardisieren kann. Für Schleswig-Holstein soll nun eine eigene X-Road implementiert und mithilfe mehrerer Anwendungsfälle vertestet werden.

Das Partnerschaftsabkommen bildet den Rahmen für die Zusammenarbeit und den Erfahrungsaustausch zwischen Schleswig-Holstein und der internationalen Entwicklungsgemeinschaft des NIIS.

Die Maßnahme und daraus resultierende Ausgaben sind im im Kapitel 1403 im EP 14 entsprechend eingeplant.

Ich bitte den Finanzausschuss um Kenntnisnahme.

Mit freundlichen Grüßen

gez.

Dirk Schrödter

Anlagen: Partnership Agreement zwischen Schleswig-Holstein und NIIS



PARTNERSHIP AGREEMENT

This Partnership Agreement (hereinafter **Agreement**) is entered into on February, 19th 2025 by and among:

- (1) MTÜ Nordic Institute for Interoperability Solutions, registry code 80419486, address: Hobujaama tn 4, 10151 Tallinn, Estonia (hereinafter **Institute**), represented by a member of the management board Ville Veikko Matias Sirviö; and
- (2) State Chancellery of Schleswig-Holstein, Germany, address: Düsternbrooker Weg 104, 24105 Kiel, Germany (hereinafter **Partner**), represented by Minister and Head of State Chancellery of Schleswig-Holstein Dirk Schrödter.

1. **The Institute's General Terms of Partnership govern this Agreement, considering the provisions of paragraphs 2 and 3. All matters not within the scope of the General Terms of Partnership shall be governed by the laws of the Republic of Estonia.**
2. **The decision regarding the Partnership Fee of the Partner shall be made at the General Meeting of the Institute.**
 - 2.1. Pursuant to the decision of the General Meeting of the Institute made on 3 September 2024, the Partner's Partnership Fee shall be 2% (17,000 EUR for 2025) of the Institute's annual Membership Fee.
 - 2.2. The annual decision regarding the partnership fee for the Partner shall be made at the general meeting of the Institute, held at least three months in advance of each subsequent year, during which the following conditions shall be considered:
 - 2.2.1. The Partner's performance and contributions to the Institute during the preceding partnership period.
 - 2.2.2. Any financial considerations or budgetary constraints faced by the Institute.
 - 2.3. If the General Meeting, held in compliance with the requirements of paragraph 2.2 of this Agreement, decides to change a partnership fee to the Partner under this Agreement, the fee shall come into effect on the meeting date and be applied from the subsequent year. The Partner shall be notified of this change within seven days following the General Meeting.
 - 2.4. Any changes to the partnership fee structure shall be communicated to the Partner via email, including the specific fee amounts and the effective date of such changes.
3. The Partner may unilaterally terminate this Agreement in case of disagreement with the decision of the General Meeting regarding the Partnership Fee and its amount. In the event of termination of the Agreement under this paragraph, the Partnership Fee determined by the General Meeting shall not be paid, on condition that the decision to terminate this Agreement must be communicated by the Partner before the commencement of the year for which the Partner Fee is determined.
4. Annexes:
 - 4.1. GENERAL TERMS OF PARTNERSHIP
 - 4.2. PARTNERSHIP MODEL

Ville Veikko Matias Sirviö
Member of the Management Board
MTÜ Nordic Institute for Interoperability Solutions

SIGNATORIES

Dirk Schrödter
Minister and Head of State Chancellery of
Schleswig-Holstein



ANNEXE – GENERAL TERMS OF PARTNERSHIP

MTÜ Nordic Institute for Interoperability Solutions (NIIS)

1. INTRODUCTION

- 1.1. MTÜ Nordic Institute for Interoperability Solutions (hereinafter **Institute**) has been jointly founded as a non-profit special purpose association by the governments of Estonia and Finland.
- 1.2. The Institute aims to ensure the quality, sustainability, and cross-border capability of digital public infrastructure components and to save resources by the co-development of digital solutions and cross-border cooperation. More information about the Institute is available at <https://www.niis.org/>.
- 1.3. The Institute develops X-Road, the data exchange layer for information systems, a technological and organisational environment enabling secure Internet-based data exchange between information systems. The Institute also develops other components relating to the so-called digital public infrastructure solutions.
- 1.4. These general terms govern the legal relationship between any future Partners of the Institute and enable such Partners to participate in the activities of the Institute.
- 1.5. The General Meeting of the Institute has approved the general terms laid out herein.

2. PARTNERSHIP TERMS

- 2.1. The application for Partnership will be reviewed, and the Partnership will be decided by the General Meeting.
- 2.2. The Partner shall be eligible to:
 - 2.2.1. receive information from the Institute about the X-Road or agreed on other components relating to digital public infrastructure components, the level of which shall be subject to the sole discretion of the General Meeting and management board of the Institute and shall not include information regarding public procurements, state secrets, classified information etc.;
 - 2.2.2. participate in thematic discussions (approximately at quarterly intervals) upon request of the Institute to give guidance about the future developments of X-Road or agreed on other components relating to digital public infrastructure components;
 - 2.2.3. participate in working groups upon request of the Institute to analyse certain features or problems that may arise concerning the future developments and implementation of X-Road.
- 2.3. The Institute shall not provide maintenance, technical support and/or development related to the implementation of X-Road or agreed on other components relating to digital public infrastructure components by the Partner.

3. PARTNERSHIP FEE

- 3.1. The General Meeting of the Institute shall decide the Partnership fee annually. The Partner shall pay an annual Partnership fee in the amount corresponding to a certain percentage of the annual budget of the Institute. The Partnership fee shall not be refundable.
- 3.2. The following Partners shall be exempted from the Partnership fee:
 - (i) The partner whose only interest in the Partnership is academic research;
 - (ii) Partner referred by a Member of the Institute as implementing body of an X-Road



environment or other e-government infrastructure component.

4. STATUS OF THE PARTNER

- 4.1. The Partner shall not have decision-making power in the governing bodies of the Institute.
- 4.2. Becoming a Partner shall not exclude the Partner from becoming a member of the Institute. The membership terms shall be laid out in a separate agreement and preclude that the Partner complies with the Formation and Cooperation Agreement, the Memorandum of Association of the Institute, and other documents specified by the General Meeting of the Institute.
- 4.3. Any governmental entity that becomes a Partner of the Institute is expected to apply for membership of the Institute within two (2) years from the date of signing the Partnership agreement.

5. TERM AND TERMINATION

- 5.1. The Partnership shall commence on the date of signing the Partnership agreement and shall continue for one calendar year. The Partnership term shall be extended by one calendar year upon the payment of the annual Partnership fee for the respective calendar year unless the Partner is waived from paying the Partnership fee.
- 5.2. The Partnership agreement may be terminated at any time by notifying the other party three (3) months in advance.

The General Meeting has approved these General Terms of Partnership on 19th June 2018.



ANNEXE – PARTNERSHIP MODEL

*from the Formation and Cooperation Agreement of the
MTÜ Nordic Institute for Interoperability Solutions (NIIS)*

1. BECOMING A PARTNER

- 1.1. A partner can be any organisation that wishes to receive information about the X-Road or agree on other components relating to digital public infrastructure components, participate in respective discussions, or help promote the scope of the Institute.
- 1.2. The partnership can be applied for by organisations or governmental entities that comply with the following conditions:
 - 1.2.1. are willing to pay the partnership fee, except for partners whose only interest in this partnership is academic research;
 - 1.2.2. agree with the partnership terms.
- 1.3. The application for partnership will be reviewed, and the partnership will be decided by the general meeting.
- 1.4. For clarity, the partners will have no decision-making power in the Institute.

2. RIGHTS AND OBLIGATIONS OF PARTNERS

- 2.1. After its establishment, the Institute shall formalise appropriate partnership terms that the partners are expected to observe. The partnership terms are accept may freely decide on any terms relating to the Parties, including amending the requirements or obligations outlined in this Agreement.
- 2.2. Tentatively, it is deemed that the partners shall, among others:
 - 2.2.1. participate in thematic discussions (approximately at quarterly intervals) to give guidance about the future developments of X-Road or specific digital public infrastructure components (if then within the scope of Institute operations), including specifying the requirements for new are approved functionality, estimating the usability of planned functionality etc;
 - 2.2.2. give feedback to the digital infrastructure components (used in several environments);
 - 2.2.3. be provided a certain level of support and information from the Institute.
- 2.3. The general meeting shall confirm the partnership. Exceptionally, the following partners are free of partnership fees:
 - 2.3.1. Partners whose only interest in the partnership is academic research;
 - 2.3.2. Partner referred by a Member of the Institute as implementing body of an X-Road environment or other e-government infrastructure component.