



TEXTS ADOPTED

P10_TA(2025)0333

European High Performance Computing Joint Undertaking (EuroHPC)

European Parliament legislative resolution of 17 December 2025 on the proposal for a Council regulation on amending Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488 (COM(2025)0414 - C10-0204/2025 - 2025/0229(NLE))

(Consultation)

The European Parliament,

- having regard to the Commission proposal to the Council (COM(2025)0414),
 - having regard to Article 187 and Article 188, first paragraph, of the Treaty on the Functioning of the European Union, pursuant to which the Council consulted Parliament (C10-0204/2025),
 - having regard to Rule 84 of its Rules of Procedure,
 - having regard to the report of the Committee on Industry, Research and Energy (A10-0241/2025),
1. Approves the Commission proposal as amended;
 2. Calls on the Commission to alter its proposal accordingly, in accordance with Article 293(2) of the Treaty on the Functioning of the European Union;
 3. Calls on the Council to notify Parliament if it intends to depart from the text approved by Parliament;
 4. Asks the Council to consult Parliament again if it intends to substantially amend the Commission proposal;
 5. Instructs its President to forward its position to the Council and the Commission.

Amendment 1

AMENDMENTS BY THE EUROPEAN PARLIAMENT*

to the Commission proposal

COUNCIL REGULATION

**on amending Council Regulation (EU) 2021/1173 of 13 July 2021
on establishing the European High Performance Computing Joint
Undertaking and repealing Regulation (EU) 2018/1488**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union,
and in particular Article 187 and 188, first paragraph, thereof,

Having regard to the proposal from the European Commission,

Having regard to the opinion of the European Parliament¹,

Having regard to the opinion of the European Economic and Social
Committee²,

Whereas:

- (1) Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence (Artificial Intelligence Act) aims to improve the functioning of the internal market by laying down a uniform legal framework in particular for the development, marketing and use of artificial intelligence in conformity with Union values.

* Amendments: new or amended text is highlighted in ***bold italics***; deletions are indicated by the symbol ■.

¹ OJ C , , p. .

² OJ C [...], [...], p. [...]

(1a) Regulation (EU) 2021/695 of the European Parliament and of the Council³ sets out the framework for the Union's spending on research and innovation, including the types of action and expenditure that can be funded within that framework.

- (2) Since 2021, when the Council Regulation (EU) 2021/1173 was adopted, the field of artificial intelligence (AI) has seen enormous technical progress and become a highly strategic and contested domain globally. The European Union is at the forefront of efforts to support responsible innovation in AI, by guiding innovation, setting guardrails, and developing global governance.
- (3) Large AI general purpose models have emerged as vital drivers of economic competitiveness and innovation. They become pivotal in enhancing productivity across diverse sectors and transform entire value chains, thus dictating future economic value capture. The next generation of frontier AI models are expected to unlock a leap in capabilities, towards Artificial General Intelligence (AGI) capable of tackling highly complex and diverse tasks, matching human capabilities, **while potentially presenting new societal risks**. Regions capable of developing and implementing these AI models **sustainably, safely and** at scale will lead in global innovation, **promote trust**, and attract premier talent. At the same time, sectors at the forefront of science and industry, such as **agricultural technology**, biotechnology, climate, automotive, defence, space and aerospace, demand substantial computing resources to undertake major AI-driven scientific discoveries and industrial innovations. Synergies between these activities and those undertaken by other Union programmes, such as the EU Space

³ **Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe - the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 (OJ L 170, 12.5.2021, p. 1, ELI: <http://data.europa.eu/eli/reg/2021/695/oj>).**

Programme, will be exploited, with appropriate safeguards in place to protect the strategic interests of the Union and its Member States.

- (4) The most advanced AI Factories in Europe will be equipped with supercomputers featuring up to 25,000 advanced AI processors, allowing only to develop middle-range AI models. Significant investments are therefore needed to scale up Europe's computing capacities ***and provide related services to serve the diverse, de-centralised and non-monolithic user ecosystem characteristic of innovative technologies in the Union, while establishing next-generation facilities that allow the development of frontier AI models.***
- (5) On 9 April 2025, the Commission launched the AI Continent Action Plan⁴ to position the Union as a global leader in AI. A core pillar of this strategy is boosting the Europe-wide infrastructure for training advanced AI models taking the 2024 AI Factories concept up to the next level ***and expanding access to such computing capacities throughout the Union. Therefore, a balanced geographical distribution of such facilities is considered as positively contributing to the fulfilment of criteria related to potential impact.***
- (5a) ***To ensure that SMEs, micro-enterprises and mid-caps can practically use AI Gigafactories, in proportion to their operational capacities and expected usage, their application and access should be facilitated and simplified to reduce administrative barriers***
- (6) The development of the next generation of frontier AI models is expected to require large-scale facilities, exceeding at least by three to four times the number of the most advanced AI processors available in the most powerful AI Factories, while taking into

⁴ <https://digital-strategy.ec.europa.eu/en/news/commission-sets-course-europes-ai-leadership-ambitious-ai-continent-action-plan>

account power capacity, as well as energy **and** water **accessibility**, efficiency and circularity. The existing mechanisms within Regulation (EU) 2021/1173 are not equipped today to support the establishment and operation of the AI Gigafactories. **An** amendment is therefore necessary to provide the European High Performance Computing Joint Undertaking (the 'Joint Undertaking') with the necessary legal basis to be able to meet the commitments regarding setting up and operation of AI Gigafactories in Europe.

(6a) In accordance with the World Energy Outlook Special Report of the International Energy Agency entitled 'Energy and AI' the proliferation of AI-specific computing workloads is placing exceptional new demands on the power grid: globally, electricity consumption by data centres is projected to more than double from roughly 415 terawatt-hours (TWh) in 2024 to about 945 TWh by 2030. AI-driven server operations are expected to grow at approximately 30 % annually and will represent a major share of the increase. In that regard, investments and support measures must incorporate robust planning for grid interconnection, cooling infrastructure, demand management, and renewable supply integration. The risks of local grid strain, costly retrofits, and a balance with climate goals must be adequately considered.

(7) Strengthening the scientific and technological bases of the Union is increasingly vital for its long-term competitiveness and strategic autonomy. **Therefore, it is more important than ever to maintain the Union's spending on research and innovation.** Indeed, artificial intelligence has the potential of accelerating scientific discovery and enhancing research capabilities across all domains. It is therefore essential that AI private and public users, in particular SMEs, **start-ups, scale-ups, micro-enterprises and research organisations, including those in non-for-profit or pre-competitive research** within the **whole** Union benefit from

world-class supercomputing infrastructures in order to sustain and advance Europe's leadership in research and innovation. ***Given its strategic importance and substantial investment requirements, particular consideration should be given to the quality and security of its physical, IT and networking infrastructure.***

(7a) AI Gigafactories should promote the development of products and services reflecting the ethical and legal principles of the Union

(8) The European Commission's Competitiveness Compass, adopted on 29 January 2025, identifies strategic technologies including quantum technologies and high-performance computing as essential pillars to ensure Europe's technological sovereignty, economic resilience, and global leadership. The Compass stresses the need for coordinated investments and ecosystem development across research, infrastructure, industry, and skills to strengthen the Union's competitiveness in these fields.

(9) Complementing this, the European Quantum Strategy, ■ adopted in July 2025, sets out a comprehensive framework to accelerate quantum research, innovation, industrialisation, and deployment of quantum technologies and infrastructures. It aims to build a sustainable and competitive quantum ecosystem, covering computing, communication, sensing, and metrology, with a strong focus on skills development as well as on international cooperation. ***As the European Quantum Strategy transfers Horizon Europe Pillar 2 R&I funding for quantum activities, it should be ensured that quantum activities are sufficiently funded under the Joint Undertaking.***

(10) In view of the policy importance of ***the establishment of AI Giga Factories in the Union*** , the amounts initially allocated from ■ Digital Europe Programme and the Connecting Europe Facility should be increased to allow the Union to reach ***that*** objective.

Furthermore, an additional contribution from Horizon Europe specifically earmarked for that purpose should be used to provide certainty regarding the offtake of the services provided by AI Giga Factories to researchers, innovators and startups. This will strengthen the business case for the AI Giga Factories, which in turn will enable consortia to unlock additional financing. All additional contributions mentioned should be in compliance with the applicable legal provisions and subject to budgetary availability.

(10a) A dedicated and ringfenced part of the additional Union contribution to the Joint Undertaking should be dedicated exclusively to research and innovation activities in the field of quantum technologies. Any transfers between that ringfenced budget and the budget available for high performance computing and AI activities should not be allowed. The Member States should be able to increase their contribution to the Joint Undertaking to support the research and innovation activities in the field of quantum technologies. Any such additional contribution should also be ringfenced.

(11) Given the rapid technological developments in the field and the adapting Union AI policy, possible significant additional Union financing for AI gigafactories could be required in the coming years. Considering this specific policy context, it should be possible to entrust to the Joint Undertaking additional Union funding going beyond the amounts set out in Article 5(1), ***subject to an economic impact assessment, clear description of the intended use of entrusted funds, as well as a timeline for implementation.*** Such additional contribution should be at least matched by the members of the Joint Undertaking other than the Union.

- (12) In order to accelerate the development of AI Gigafactories across the Union, Member States may decide to use their remaining allocations under the Recovery and Resilience Facility (RRF) to finance their national contributions to an AI Gigafactory. To this end, Member States should be permitted to provide contributions to the Joint Undertaking for the purpose of supporting AI Gigafactory projects.
- (13) Additional Union contributions to AI gigafactories from other programmes, not listed in Article 5(1), should also be possible, through the signature of specific ad hoc contribution agreements, subject to commensurate contribution by one or more members of the Joint Undertaking other than the Union. A clear description of the intended use of entrusted funds, as well as a timeline for implementation shall be included in the corresponding contribution agreements in accordance with the relevant Commission work programme.
- (13a) *Since the large-scale deployment of high-performance computing systems and large-capacity AI infrastructures entails significant energy, water and other resource consumption, such infrastructures should be designed and operated in line with the Union's climate-neutrality and energy-efficiency objectives, including renewable-energy sourcing, efficient cooling and waste-heat recovery.***

HAS ADOPTED THIS REGULATION:

Article 1

Regulation (EU) 2021/1173 is amended as follows:

- (1) Article 2 is amended as follows:
- (2) the following point (3c) is added:

(3c) ‘Artificial Intelligence Giga Factory’ or ‘AI Gigafactory’ means a state-of-the-art large-scale facility , **exceeding 100,000 advanced AI processors as referred to in the communication of the Commission of 9 April 2025 entitled ‘AI Continent Action Plan’**, with sufficient capacity to handle the complete lifecycle – development, training, fine-tuning, and large-scale inference – of very large, AI models and applications, providing a supercomputing service infrastructure, which is composed of AI-optimised computing capacity, a supporting data centre infrastructure (including high-capacity storage and networking), dedicated secure cloud user access environments, and specialised secure AI-oriented support services for its advanced operations and is supported by an environmentally sustainable energy supply system.

(3) the following point (3d) is added:

(3d) ‘Artificial Intelligence Giga Factory Consortium’ or ‘AI Gigafactory Consortium’ means an association of legal entities duly incorporated in the Union coming together in a consortium for the purpose of establishing and operating an AI Gigafactory and specifying the respective roles and responsibilities of these entities for the lifetime of the AI Gigafactory, or a new legal entity established for the purpose of establishing and operating an AI Gigafactory, that has a legal form recognised in any Member State. The AI Gigafactory Consortium shall be established for a minimum duration of five years. One or more of the private partners of such consortium may be participating in the Private Members of the Joint Undertaking.

(4) the following point (3e) is added:

(3e) ‘AI Gigafactory Coordinator’ means a legal entity, duly incorporated in the Union and validly existing under the laws of a Member State of establishment, **not subject to jurisdictional or financial conditionalities provided for in third-country law**,

which is legally authorized to represent the AI Gigafactory Consortium and has the legal capacity and authority to enter into, execute, and perform the AI Gigafactory Hosting Agreement; the AI Gigafactory coordinator shall be headquartered in the Union and shall be under control, directly or indirectly, through ownership interest or via other means, as defined in the Chapter IV of Regulation (EU) 2024/1624 and relevant Union competition law principles, of legal entities or natural persons established within the Union. The coordinator may also be an existing hosting entity representing a Participating State that is a Member State or a hosting consortium of Participating States.

- (5) the following point (3f) is added:

(3f) 'AI Gigafactory Hosting Agreement' means an administrative agreement between the Joint Undertaking and the AI Gigafactory Coordinator to host and operate an AI Gigafactory.

- (6) the following point (3g) is added:

(3g) 'AI Gigafactory hosting entity' means a legal entity which has been designated by the AI Gigafactory consortium to host and operate an AI Gigafactory and its services, and which is established in a Participating State that is a Member State.

- (7) the following point (3h) is added:

(3h) 'Artificial Intelligence Gigafactory Cooperation Agreement' is an agreement between the Joint Undertaking and a third country specifying access conditions to AI Gigafactories for the legal entities under control, directly or indirectly, through ownership interest or via other means, of legal entities or natural persons established in that third country.

- (8) the following point (19a) is added:

(19a) 'national quantum Competence Centre' means a legal entity, or a consortium of legal entities, established in a Participating State, providing users from industry, including SMEs, academia,

and public administrations with access on demand to quantum technologies, tools, applications and services, as well as to national or European quantum infrastructures, and offering expertise, skills, training, networking and outreach.

(9) Article 3 is amended as follows:

(10) paragraph 1 is replaced by the following:

The mission of the Joint Undertaking shall be to develop, deploy, extend and maintain in the Union a world-leading federated, secure and hyper-connected supercomputing, quantum computing, service and data infrastructure ecosystem. It shall also support the development and uptake of demand-oriented and user-driven innovative and competitive supercomputing systems ■ and systems based on a supply chain that will ensure components, technologies and knowledge limiting the risk of disruptions and the development of a wide range of applications optimised for these systems; and, to widen the **access to, and** use of, that supercomputing infrastructure to a large number of public and private users and support the **green and digital** transition and the development of key skills **and opportunities** for European science and industry. ***It shall also support the European quantum technologies ecosystem, including excellent scientific and applied research activities as well as the competitiveness of the emerging European quantum industry. When providing its support for the European quantum technologies ecosystem it shall duly recognise the different levels of maturity of the different quantum technology fields as well as the legacy of the Quantum Flagship.***

(11) The following point (fa) is added to paragraph 2:

(fa) to support state-of-the-art scientific and applied research and innovation in quantum technologies, their transition from the lab-to-the fab, and their deployment, uptake and integration in world-

class quantum infrastructures, for building a dynamic, innovative and resilient quantum ecosystem across the EU, and for ensuring scientific and industrial leadership, competitiveness, strategic autonomy and technological sovereignty of the Union in quantum computing, communication and sensing.

- (12) Point (h) in paragraph 2 is replaced by the following:

(h) to develop and operate the Artificial Intelligence Factories, and to support the establishment of and access to Artificial Intelligence Gigafactories and their services, in support of the further development of a highly competitive and innovative Artificial Intelligence ecosystem in the Union, ***while making use as much as possible of systems and components manufactured in the Union.***

- (13) Paragraph 3 is replaced by the following:

The Joint Undertaking shall contribute to safeguarding the interests of the Union when procuring supercomputers and supporting the development and uptake of High-Performance Computing and quantum technologies, systems and applications. It shall enable a co-design approach for the acquisition of world-class supercomputers, while safeguarding the security of the supply chain of procured technologies and systems, ***and by promoting diversity of suppliers at all levels of the stack.*** It shall contribute to the Union's strategic autonomy, ***preserve an open and innovative economy in the Union through competition, expand Union-wide access to supercomputing capacities,*** support the development of technologies and applications reinforcing the European High-Performance Computing and Quantum Technologies supply chains and promote their integration in systems that address a large number of scientific, societal, environmental, industrial as well as security use needs.

- (14) Article 4 is amended as follows:

(15) the following point (i) is added to paragraph 1:

(i) AI Gigafactory pillar, covering activities of AI Gigafactories, which in their operation may be connected with the EuroHPC network of Artificial Intelligence Factories for ensuring seamless integration and knowledge sharing across the European Artificial Intelligence ecosystem; this pillar shall include the following activities:

- (i) providing a world-class Artificial Intelligence compute infrastructure for European researchers, entrepreneurs, and industries, ***ensuring that access to computing resources is facilitated for SMEs and mid-caps***
- (ii) enabling the development of new Artificial Intelligence solutions across all public and private sectors and
- (iii) ensuring the Union's competitiveness and sovereignty as an Artificial Intelligence continent, ***also by ensuring access to the necessary computing capacity and related services for AI development, and by promoting the creation of industrial capacities to manufacture essential hardware and software components.***

(16) the following point (j) is added to paragraph 1:

(j) Quantum technologies pillar, addressing the full quantum ecosystem and the application domains of quantum computing and simulation, quantum communication, and quantum sensing and metrology, ensuring the security and resilience of the quantum supply chain and its enabling technologies. Activities shall inter alia address:

- (a) Scientific and Technological Research and Innovation: Advancing research excellence in quantum science and technology domains.
- (b) Transition from the lab to the fab and ecosystem development: Supporting the development and deployment

of state-of-the-art quantum infrastructures; fostering the industrialisation of quantum technologies by supporting the uptake of quantum applications in key public and industrial sectors, ensuring the translation of advances across all quantum domains into real-world applications, including the development of lead markets; promoting European and international standards; and, supporting the development and networking of national quantum competence centres across Europe.

(c) Skills and Talent: Developing a competitive and inclusive quantum research and engineering workforce through coordinated education, training and mobility initiatives, across key quantum-related disciplines and technical fields.

(d) International cooperation: Developing international collaboration in quantum technologies to solve global scientific and societal challenges, in line with the external policy objectives and international commitments of the Union.

(16a) Paragraph 2 is replaced by the following:

‘2. In order to implement the activities referred to in paragraph 1, the Joint Undertaking shall be entrusted with the implementation of cumulative, complementary or combined funding between Union programmes in accordance with the relevant Commission work programme. The Joint Undertaking may also be entrusted with the implementation of additional tasks in the event of additional Union funding being allocated pursuant Article 5(3).’;

(17) Article 5 is amended as follows:

(18) Paragraph 1 is replaced by the following:

The Union financial contribution to the Joint Undertaking including EEA appropriations shall be up to EUR 3 972 300 000 including EUR 92 000 000 for administrative costs, on the condition that that amount is at least matched by the contribution of Participating States, distributed indicatively as follows:

- (a) up to EUR 1 660 000 000 from Horizon Europe, **of which EUR 160 000 000 shall be used exclusively for actions referred to in Article 5(6) that contribute to the activities under the quantum technologies pillar as introduced in Article 4(1), point (j)**
- (b) up to EUR 2 012 300 000 from the Digital Europe Programme
- (c) up to EUR 300 000 000 from the Connecting Europe Facility.

- (19) A new subparagraph is added in Paragraph 1:

Additional funds from Horizon Europe, the Digital Europe Programme and the Connecting Europe Facility may complement the Union contribution referred to in the first sub-paragraph, on the condition that the additional amounts are at least matched by the contribution of one or more members of the Joint Undertaking other than the Union. Such additional Union contribution shall be dedicated **explicitly to one or more of the pillars** referred to in Article 4 ■ . These additional funds shall not be accounted for in the calculation of the Union maximum financial contribution.

- (20) Paragraph 3 is replaced by the following:

Additional funds from any Union programme other than and complementing the ones referred to in paragraph 1 of this Article may be allocated to the Joint Undertaking to support its pillars of activities referred to in Article 4, except those referred to in

Article 4(1)(a). These additional funds shall not be accounted for in the calculation of the Union maximum financial contribution.

(21) A new paragraph 4a is added:

For the contributions entrusted to the Joint Undertaking in accordance with paragraph 3 and 4 of this Article, the requirements of Article 158 of Regulation (EU, Euratom) 2024/2509 are applicable. When these additional Union contributions are related to the pillar referred to in Article 4(1)(i), one or more of the members other than the Union shall make additional contributions commensurate to the amount of the Union contributions.

■

(23) Paragraph 7 is deleted.

(24) Paragraph 8 is deleted.

(25) The following Article 12b is added:

‘Article 12b’

Artificial Intelligence Giga Factory

1. An AI Gigafactory shall be located in a Member State. It shall be financially supported by a partnership between the Union and one or more Participating States, represented through the Joint Undertaking, and an AI Gigafactory Consortium, which may include one or more technology infrastructure suppliers, legally represented by an AI Gigafactory Coordinator.

1a. The Joint Undertaking shall ensure that all AI Gigafactories comply with Union-wide interoperability, cybersecurity and data-protection standards, creating a secure and trusted computing ecosystem.

2. Participation in an AI Gigafactory Consortium of legal entities from non-Participating States **shall not be permitted. However, in duly justified cases, the Commission may assess, on a case-**

by-case basis, that such participation is **not** considered contrary to the Union's strategic assets, interests, autonomy or security. In accordance with Regulation (EU) 2021/695, Regulation (EU) 2021/694 and Regulation (EU) 2021/1153, the call for expression of interest for selecting an AI Gigafactory Consortium **shall** limit participation in the said Consortium to legal entities established only in Participating States or to legal entities established in specified associated countries of the Horizon Europe Framework Programme, the Digital Europe Programme and any subsequent relevant Union funding programme, or other third countries in addition to Participating States. The restrictions and exclusions referred to in this paragraph shall in principle not apply to legal entities established in third countries, which have signed an AI Gigafactory Cooperation Agreement or a similar agreement with the Union. The call for expression of interest for selecting an AI Gigafactory may specify that legal entities in other third countries may be eligible provided they comply with the requirements to be fulfilled by those legal entities to guarantee the protection of the security interests of the Union and the Member States and to ensure the protection of classified documents information. Those requirements shall be set out in the work programme.

3. The AI Gigafactory Consortium shall benefit from explicit provision of an appropriate supporting document proving the commitment of the Member State where the AI Gigafactory hosting entity is established, or of the competent authorities of the Participating States of the AI Gigafactory Consortium.
4. The Union financial contribution referred to in Article 5 **stemming from the Digital Europe Programme or CEF Digital** shall cover up to 17% to the capital expenditure (CAPEX) investments of the overall compute infrastructure of the AI Gigafactory. **The part of the Union financial contribution referred to in Article 5 stemming from Horizon Europe and contributing to the AI Gigafactory pillar shall cover** a pre-agreed guaranteed purchase

of access time to the AI Gigafactory, ***to be used exclusively by actions referred to in Article 5(6)***, equivalent to a leased capacity of the CAPEX. One or more Participating States should at least match the Union contribution. The remaining investment as well as the operational expenditure (OPEX) of the AI Gigafactory shall be covered by the AI Gigafactory Consortium.

5. A selected AI Factory may substantially scale up to become an AI Gigafactory. In such case, the Union's financial support already provided for this AI Factory shall be counted as part of the Union's contribution towards the CAPEX of the AI Gigafactory computing infrastructure. The Artificial Intelligence Factory hosting agreement referred to in Article 10 shall be modified accordingly, where appropriate. The additional investment into the Artificial Intelligence Factory concerned to become an AI Gigafactory as well as the operational expenditure (OPEX) of the AI Gigafactory shall be covered by the AI Gigafactory Consortium.
6. Participating States that are Member States may, by mutual agreement with the Joint Undertaking, channel their respective voluntary contributions, including those referred to in paragraph 4 of this Article and any other in addition to them, in total or in part, for a specific AI Gigafactory through the Joint Undertaking, which shall then manage and disburse these funds to the designated AI Gigafactory on their behalf.
7. The Joint Undertaking shall own the part of the AI Gigafactory compute infrastructure corresponding to the Union contribution specified in paragraphs 4 and 5. The duration of this ownership or of the leased capacity referred to in paragraph 4 shall be at least five years from the start of operations of the AI Gigafactory and further specified in the AI Gigafactory Hosting Agreement. This duration shall be extended in case of a substantial upgrade of the AI Gigafactory compute infrastructure. Without prejudice to the winding up of the Joint Undertaking, as referred to in Article 23(4)

of the Statutes, this ownership shall be transferred in accordance with the AI Gigafactory Hosting Agreement or be extended for an agreed period under conditions specified in the AI Gigafactory Hosting Agreement. In the case of transfer of ownership to the AI Gigafactory consortium, the residual value of the AI Gigafactory compute infrastructure shall be converted into equivalent access rights for the Union. If there is no transfer of ownership to the AI Gigafactory consortium according to the Hosting Agreement, but a decision for decommissioning, the relevant costs shall be borne by the AI Gigafactory Consortium.

8. The access rights of the Union and the Participating States in AI Gigafactory shall be directly proportional to their respective financial contributions to the CAPEX of the computing infrastructure of the AI Gigafactory, or to the pre-agreed guaranteed purchase of access time to the AI Gigafactory.
9. The Governing Board of the Joint Undertaking shall determine:
 - (a) the conditions of the Union's access time to the AI Gigafactories,
 - (b) specific rules for access conditions to AI Gigafactories that concern the allocation of access time for projects and activities considered as strategic for the Union.

(ba) mechanisms for monitoring utilisation rates and outcomes in order to ensure their efficient use and capacity while avoiding idle resources. It shall report regularly on the utilisation and performance of each Gigafactory.

10. When determining the conditions of the Union's access time pursuant to paragraph 9, the Governing Board shall ensure that access shall:
 - (a) be granted to users residing, established or located in a Member State or in a third country associated to the Digital

Europe Programme, to Horizon Europe or to the Connecting Europe Facility;

- (b) be free of charge for the users from entities governed by public law. It shall also be free of charge for industrial users for applications related to research and innovation activities funded by Horizon Europe, the Digital Europe Programme, or the Connecting Europe Facility as well as those awarded a Seal of Excellence under Horizon Europe or the Digital Europe Programme and for private innovation activities of SMEs and scale-ups;
- (c) include reserved compute resources specifically for EU-funded research projects ***and small companies and entities operating under the open science principle***, ensuring guaranteed availability and scheduling priority.

(ca) grant priority access, and where feasible targeted support measures for SMEs, start-ups, micro-enterprises and research organisations, including those in non-for-profit or pre-competitive research, developing applications with high societal or industrial impact on the Union.

11. The Governing Board shall monitor the share of the Union's access time for the different types of users, defined in point (a) of paragraph 10. In case where there is a significant imbalance in shares of access time between the different types of users versus demand, it shall take appropriate corrective action to address this imbalance.
12. Contributions from the Union or the Participating States shall be subject to conditions ensuring the protection of the Union's strategic interests. The specific conditions referred to in this paragraph shall be laid down in a dedicated AI Gigafactory Hosting Agreement between the Joint Undertaking and the AI Gigafactory consortium. The AI Gigafactory Hosting Agreement

shall be governed by Union law, supplemented, for any matter not covered by this Regulation or by other Union legal acts, by the law of the Member State where the hosting entity is established. The AI Gigafactory Hosting Agreement shall:

- (a) set out in detail the ownership and governance structure of the AI Gigafactory;
- (b) include provisions ensuring an effective scrutiny and control of the AI Gigafactory by the Union for safeguarding the Union's strategic assets, interests, autonomy or security;
- (c) specify the financial contributions of the Union, of the Participating States and the public and/or private partners of the AI Gigafactory Consortium including the guaranteed access time to the AI Gigafactory referred to in paragraph 8, as appropriate, and its duration;
- (d) specify, if appropriate, any other Union's interests resulting from any Union investments regulated by specific investment agreements between the AI Gigafactory consortium and InvestEU;
- (e) set out the eligibility conditions for the non-Union users of an AI Gigafactory; these shall comply with the same conditions as the eligibility conditions specified in paragraph 2;
- (f) set out the detailed conditions for access for the Union users and the accounting modalities of the access times to the AI Gigafactory services;
- (g) the quality of service offered to the Joint Undertaking users when operating the AI Gigafactory, as set out in the service level agreement included in the AI Gigafactory Hosting Agreement;
- (h) set out the modalities of acquisition, operation and use of the AI Gigafactory data and compute infrastructure, including the user requirements from the public sector, where appropriate;

where the AI Gigafactory Consortium includes one or more technology infrastructure suppliers, the AI Gigafactory Hosting Agreement shall include the provision of enhanced conflict-of-interest safeguards concerning these suppliers;

- (i) the conditions for the transfer of ownership referred to in paragraph 7, where appropriate;
- (j) detail the extension of ownership or of the pre-agreed guaranteed purchased access time, as appropriate, and the phasing out conditions for the AI Gigafactory, where appropriate;
- (k) the liability conditions for operating the AI Gigafactory, where appropriate;
- (l) the obligation of the AI Gigafactory hosting entity to submit by 31 January of each year to the Governing Board an audit report and data on the use of the Union access time in the previous financial year;
- (m) contain an arbitration clause, within the meaning of Article 272 TFEU, granting jurisdiction over all matters covered by the hosting agreement to the Court of Justice of the European Union.

13. The AI Gigafactory shall include a public governance body composed of representatives from the Commission and the Participating States providing public funding to the specific AI Gigafactory. Without prejudice to the AI Gigafactory consortium's management and operational autonomy, and to ensure alignment with the public interest objectives underpinning the public funding, the following elements shall require explicit prior approval from the designated public governance body:

- (a) Any proposed access agreements with entities from third countries that may raise concerns regarding the Union's strategic assets, interests, autonomy or security;

- (b) Substantial changes to the legal and financial structure or control impacting the Union's interests or those of the Participating States, such as a change in the ultimate ownership or control of the AI Gigafactory, any relocation of critical assets outside the Union or major financial restructuring decisions;
 - (c) Significant change in the strategic purpose of the AI Gigafactories.
14. Following a call for expression of interest, the AI Gigafactory Consortium shall be selected by the Governing Board of the Joint Undertaking through a fair and transparent process, with the support of a panel of independent experts and of an accredited financial institution appointed by the Governing Board for the evaluation, based, inter alia, on the following criteria:
- (a) Technical evaluation:
 - (1) Objectives and technical quality of the proposal
 - (2) Quality of the workplan
 - (3) Quality **and security** of the physical, IT and networking infrastructure
 - (4) Sustainability, energy **and water** efficiency
 - (5) Consortium experience and know-how in setting up similar large-scale facilities.
 - (b) Potential Impact:
 - (1) Quality of service, including security, trustworthiness **and user orientation**
 - (2) Impact on the European AI ecosystem, **including geographical balance and expansion of Union-wide access**

- (3) EU added value ***which increases the Union's tech sovereignty and positively impacts the Union's strategic autonomy***

(c) Financial Feasibility:

- (1) Investment commitments of the Participating States and of the AI Gigafactory Consortium

(1a) Detailed, plausible and commitment-based estimates

- (2) Quality and financial viability of the proposed business model (including a due diligence to be carried out by the appointed accredited financial institution).

(d) Labour Market Impact:

(1) Attracting, developing and retaining high-skill, diverse AI talent

(2) Creating high-quality jobs

14a. The Joint Undertaking shall report annually with regard to:

(a) the capacity utilization of the compute infrastructure for the purposes of developing European large AI models;

(b) the number of new original large artificial intelligence models developed;

(c) sustainability, energy and water efficiency, and access to renewable energy.

- 15. Where the Consortium does not include one or more technology infrastructure suppliers, the suppliers of the AI Gigafactory shall be selected by the AI Gigafactory Consortium based on fair and transparent tender specifications that shall take into account general system specifications, and in particular the user requirements from the public sector, provided by the Union in the call for expression of interest and further specified in the AI

Gigafactory Hosting Agreement. The selection shall be based on fair, open and transparent criteria, and shall also ensure EU added value and address the security and resilience of the supply chain. The selected tenderers shall comply with the eligibility conditions specified in paragraph 2.

16. The Joint Undertaking may establish framework contracts for the provision of essential and high-demand components, such as advanced AI processors. The AI Gigafactory Consortia may use the framework contracts referred to in this paragraph for their procurement.

17. *The Joint Undertaking shall promote balanced participation of Member States in the establishment of and access to AI Gigafactories and Quantum Competence Centres.*

- (26) Article 16 is amended as follows:

- (27) Paragraph 1 is replaced by the following:

Without prejudice to Article 17(9), the use of EuroHPC supercomputers shall be open to users from the public and private sectors applications. Except for the industrial-grade EuroHPC supercomputers, their use shall be primarily for research and innovation purposes falling under public funding programmes, for public sector applications and for private innovation activities of SMEs, where appropriate.

Annex

The Annex is amended as follows:

- (28) Article 3 of the Annex is amended as follows:

- (29) Paragraph 2 is amended:

Any application of a Member State or a third country associated to Horizon Europe or the Digital Europe Programme for membership of the Joint Undertaking shall be addressed to the Governing Board. The candidate countries shall provide a written acceptance

of these Statutes, and of any other provisions governing the functioning of the Joint Undertaking. The candidates shall also provide their motivation for requesting membership to the Joint Undertaking and indicate how their national supercomputing or quantum technology strategy is aligned with the Joint Undertaking's objectives. The Governing Board shall assess the application, taking into account the relevance and the potential added value of the candidate as regards the achievement of the mission and objectives of the Joint Undertaking and may decide to ask for clarifications regarding the candidature before endorsing the application.

(30) Article 4 of the Annex is amended as follows:

(31) the following point (d) is added in paragraph 1:

(d) the Quantum Strategy Advisory Group.

(32) Article 5 of the Annex is amended as follows:

(33) the following paragraph 3 is added:

(3) For the quantum pillar of activities, the Participating States shall appoint a representative from their competent authorities in the field of quantum technologies.

(34) Article 6 of the Annex is amended as follows:

(35) the following paragraph 5a is added:

(5a) For the tasks referred to in Article 7(4a) of these Statutes, and for each AI Gigafactory, the voting rights of the Participating States shall be distributed in proportion to their committed financial contributions and to their in-kind contributions to that AI Gigafactory until the end of the AI Gigafactory hosting agreement; the in-kind contributions shall only be taken into account if they have been certified *ex-ante* by an independent expert or auditor.

For the purpose of this paragraph, decisions of the Governing Board shall be taken by a majority of at least 75 % of all votes, including the votes of the members who are absent.

(36) the following paragraph 6 is amended:

(6) For the tasks referred to in Article 7(5), 7(5a), 7(6) and 7(7) of these Statutes, decisions of the Governing Board shall be taken in two stages.

(37) Article 7 of the Annex is amended as follows:

(38) the following paragraph 4a is added:

(4a) The Governing Board shall carry out the following tasks related to the AI Gigafactories referred to in Article 12b of this Regulation:

- (a) discuss and adopt the part of the multiannual strategic programme that is related to the establishment of AI Gigafactories referred to in Article 18(1) of these Statutes;
- (b) discuss and adopt the part of the annual work programme that is related to the establishment of AI Gigafactories and the selection of AI Gigafactory Consortia and the corresponding expenditure estimates;
- (c) approve the launch of calls for expression of interest, in accordance with the annual work programme;
- (d) approve the selection of the AI Gigafactory Consortia which will establish and operate the AI Gigafactories;
- (e) determine the conditions of the Union's access time to the AI Gigafactories
- (f) approve any tenders related to the establishment of an AI Gigafactory selected for funding;

- (g) approve framework contracts established by the EuroHPC Joint Undertaking for the provision of essential and high-demand components of AI Gigafactories.

(39) the following paragraph 5a is added:

(5a) For the Quantum Pillar of activities, the provisions of Article 7(5) of these Statutes apply, with the exception of activities related to the acquisition and operation of quantum computers where the provisions of Article 7(4) of these Statutes apply.

(40) Article 10 of the Annex is amended as follows:

(41) paragraph 1 is amended as follows:

The Industrial and Scientific Advisory Board shall be composed of a Research and Innovation Advisory Group, an Infrastructure Advisory Group and a Quantum Strategy Advisory Group.

(42) the following paragraph 7 is added:

(7) The Quantum Strategy Advisory Group shall consist of no more than twelve members, of which up to six shall be appointed by the Private Members taking into account their commitments to the Joint Undertaking and up to six shall be appointed by the Governing Board, in accordance with Article 7(3)(k) of these Statutes.

(43) The following Article 12a is added:

Article 12a

Functioning of the Quantum Strategy Advisory Group

1. The Quantum Strategy Advisory Group shall meet at least twice a year.
2. The Quantum Strategy Advisory Group may appoint working groups where necessary under the overall coordination of one or more members.
3. The Quantum Strategy Advisory Group shall elect its chair.

4. The Quantum Strategy Advisory Group shall adopt its rules of procedure, including the nomination of the constituent entities that shall represent the Advisory Group and the duration of their nomination.

(44) The following Article 14a is added:

Article 14a

Tasks of the Quantum Strategy Advisory Group

1. The Quantum Strategy Advisory Group shall:
 - (a) draw up its contribution to the draft multiannual strategic programme in relation to quantum technologies activities referred to in Article 20 of these Statutes and review it regularly in accordance with the evolution of scientific, industrial, and policy demand;
 - (b) organise public consultations open to all public and private stakeholders having an interest in the field of quantum technologies to inform them about, and collect feedback on, the draft multiannual strategic programme and the related draft activities of the quantum technologies work programme for a given year.
 - (c) The contribution to the draft multiannual strategic programme referred to in paragraph 1 shall address:
 - (d) the strategic research, innovation, deployment, and infrastructure priorities for the development and uptake of quantum technologies and their integration into the European digital ecosystem, to support the Union's resilience, technological sovereignty, and strategic autonomy while taking into account the dual-use potential of such technologies;
 - (e) potential international cooperation activities in quantum technologies that add value and are of mutual interest while ensuring alignment with Union values and security interests

- (f) training, education, and workforce development priorities for addressing key competences and the skills gap in quantum technologies, including awareness of security-sensitive applications
 - (g) the acquisition, deployment, and operation of quantum infrastructures, including the interconnection and federation with High Performance Computing infrastructures and other digital infrastructures such as quantum communications and quantum sensing;
 - (h) measures for capability building, interoperability, standardisation, security in the field of quantum technologies with specific consideration of dual-use risks and protection of the strategic assets, interests, autonomy or security of the Union.
- (45) Article 16 of the Annex is amended as follows:
- Budgetary commitments of the Joint undertaking may be divided into annual instalments. From January 2025, at least 20 % of the cumulative budget of the residual years shall not be covered by annual instalments.

Article 40

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the European Parliament
The President

For the Council
The President