IMIO · PUBLIC IT COOPERATIVE · WALLONIA, BELGIUM

Sovereignty in production

How Wallonia's municipalities built their AI roadmap inside EU rules

Joel Lambillotte, iMio · Plone Conference, 25 September 2026

Who is making these decisions

460

municipalities and local public bodies in Wallonia, Belgium

12

SaaS applications in production, from building permits to council deliberation

8 M€

annual turnover, no subsidies

A public cooperative, not a vendor. Everything we ship is FLOSS software, run by public staff, on infrastructure our members collectively pay for.

Five questions

1. What does “sovereignty” mean once you have to write it down?
2. Which EU rules actually bind a municipal IT cooperative?
3. Build or buy — and how we scored lock-in against delivery speed
4. Two systems in production: OmniaChat and OmniaLex
5. What it cost, what it didn't

“Digital sovereignty” is a word until someone can audit it.

Every public organisation in Europe now says it. Almost none can answer three questions about the AI feature they shipped last quarter: where the compute ran, which data left, and who could read it under which law.

Criteria for moving our clients to production



Where does it run?

Which physical machines execute the inference, and who operates them.



What leaves?

Exactly which fields cross our boundary, and whether they carry personal data.



Under which law?

Which jurisdiction can compel access to that data, and through which company.



Can we leave?

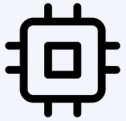
What it would take, in weeks of work, to move to another supplier.

Three bodies of law. Only one of them is about AI.



GDPR

Binds us as a processor for 460 controllers. Decides what may leave and where it may land.



AI Act

Binds us twice: as a deployer of models we did not build, and as a provider of the tools we ship to members.



Procurement law

Decides who we may buy from and how fast. The one that actually set our timeline.

In the background, not on the critical path

NIS2 — iMio is classified as an important entity, and our members follow the Belgian CyberFundamentals framework. It shapes how we operate the platform, but it did not decide a single AI question.

REGULATION 1 OF 3

GDPR: we are not the controller, and that changes everything

What binds us	What it means in practice	The decision it forced
Art. 28 — processor status	Each municipality is the controller. We act only on documented instructions.	No new sub-processor can be added silently. A model provider is a sub-processor.
Art. 32 — security of processing	Encryption, access control, and the ability to demonstrate both.	Prompt and response logging designed for audit, with retention agreed up front.
Chapter V — transfers	Personal data leaving the EEA needs a transfer mechanism and a risk assessment.	The simplest compliant answer was to make sure nothing leaves. So we did that first.
Art. 35 — DPIA	The controller runs it, but cannot run it without our documentation.	We publish a reusable DPIA annex per AI feature, so 460 DPOs do not each start from zero.

REGULATION 2 OF 3

AI Act: the obligations that bite a public deployer

Art. 4 — AI literacy

Staff using the system must be trained. Applies now, to everyone, whatever the risk class.

Art. 50 — transparency

People must know they are interacting with an AI, and generated content must be marked.

Art. 26 — deployer duties

Human oversight by trained staff, representative input data, logs kept at least six months.

Art. 27 — FRIA

A fundamental rights impact assessment, mandatory for public bodies deploying high-risk systems.

Neither of our two systems is high-risk as scoped today — and that scoping is itself a documented, revisitable decision, not an assumption. The moment a tool starts ranking citizens or deciding entitlement, we are in Annex III and Art. 27 applies.

OUR OWN LEGAL ANALYSIS — JULY 2026

iMio is a provider of AI systems (art. 3, 3º) and a deployer of third-party models (art. 3, 4º) — never a provider of a general-purpose AI model. Article 53 does not apply. We asked our own legal team the hard question before a regulator would: the one exception would be substantially fine-tuning and redistributing an open model under our own name.

REGULATION 3 OF 3

Procurement: the rule that sets your calendar

What it takes away

- You cannot put a credit card on a model API and call it a pilot.
- Above threshold, a formal procedure — months, not an afternoon.
- Award criteria must be written before you know who wins.
- Changing supplier mid-contract can mean starting again.

What it gives back

- It forces you to express sovereignty as scored criteria, in advance.
- Our members can use our services without each running a tender.
- One negotiation, 460 organisations — leverage a single town never has.
- The reasoning is on file, so a successor can reopen it.

This is about buying, not building

Procurement law binds us when we buy capacity or services from an external commercial provider — the GPU capacity market behind Project A, for instance. It has nothing to say about what our own staff builds with open-source software and self-hosted, open-weight models: there is no purchase to regulate.

Build or buy is the wrong question. Three tiers is the right one.



Buy the commodity

Servers, storage, GPUs, connectivity. No strategic value in owning the metal; strong value in choosing the jurisdiction it sits in.



Rent the model

We are not going to train a frontier model. We rent capability — but behind an interface we own, so the supplier is replaceable.



Build the glue

Prompts, retrieval over municipal documents, business rules, the audit trail. This encodes how Wallonian administrations actually work. Nobody sells it, and nobody should own it but us.

THE THREE TIERS, PRICED

Five real projects tell you where the money actually goes

Tier	Where it shows up in our roadmap	Effort
Buy the commodity	Project A — GPU capacity market (4× 80GB+ HBM units, EU datacentre)	~100 000 €/yr
Rent the model	Project A — inference stack + LiteLLM AI Gateway (deploy, route, meter)	25 person-days
Build the glue	Projects B, C, D, E — OmniaChat, OmniaCitizen, OmniaScribe, OmniaLex	265 person-days

73%

of the 363 person-days across our five AI projects go into “the glue” — not the servers, not the model. Exactly what the framework predicts.

363 000 € + 300 000 €/yr

Total build cost across all five projects, plus the recurring infrastructure bill — shared across 460 members. 189 of 363 person-days are already committed.

A NECESSARY CAVEAT

Perfect sovereignty is not the goal. Working software is.

> ***Remember the Moon Race in the sixties : Soviet engineers wrote elegant programs. American engineers wrote programs that worked. NASA got to the Moon first.***
>
> We are not always exactly inside the law or the strategic principles on every component we use — and pretending otherwise would be the real degradation.

Sovereignty is a hierarchy of trade-offs, not a checklist. We protect what matters most — the data, the corpus, the business logic. We compromise, deliberately and visibly, on what matters least.

Lock-in is not a feeling. It is a number of weeks.

how long it would take us to leave

Layer	Exit cost we estimated	Verdict
Infrastructure and hosting	~6 weeks — re-provision EU GPU/IaaS capacity elsewhere; we already run our own stack on top	Acceptable — buy, with an exit clause in the contract
Model inference	~2 weeks — reconfigure routing behind the LiteLLM gateway, validate, roll out	Acceptable only behind our own abstraction layer
Retrieval, prompts, business rules	~5 months — matches the 265 person-days already invested in this layer	Unacceptable to rent — build

PART 4 — IN PRODUCTION

Two systems

OmniaChat, a generative assistant for municipal staff. OmniaLex, a system that works over legal and regulatory text. Same four questions, two different answers — because the data is not the same.

CASE STUDY 1

OmniaChat — a generative assistant for municipal staff

What people do with it

- Draft and reformulate administrative documents
- Summarize long files
- Translation
- Ask general questions instead of pasting them into a consumer chatbot

Why it existed before we approved it

Staff were already using consumer AI tools with real case files. The realistic choice was never “AI or no AI” — it was a governed tool or an ungoverned one. Shadow usage is the risk you are actually managing.

Nine pilot entities, live since early September 2026: La Louvière, BEP, UVCW, Sambreville, Sprimont, Rixensart, the City of Liège, Aubel, Péruwelz.

OmniaChat: the four answers, in writing

Question	Answer	What it cost us
Where does it run?	EU IaaS GPU capacity, inference stack deployed and operated by iMio and Mistral	Renting the metal, owning the stack
What leaves?	Prompt text only. No persistent tenant state at the model; personal data stays inside the municipality's own namespace.	A dedicated namespace per member, not one shared instance
Under which law?	EU jurisdiction. Open-weight models (Mistral) and self-hosted inference; no parent company outside the EEA.	A shortlist reduced to EU-operated options
Can we leave?	Yes — the model sits behind one internal interface (the LiteLLM AI Gateway); switching is configuration, not a rewrite.	Built the gateway before the first pilot

And one product decision that came free: no training on our data, contractually, or we do not sign.

CASE STUDY 2

OmniaLex — answers grounded in the law that applies

The problem it solves

A municipal officer needs to know what the regional code requires for this case. A general assistant will answer confidently and be wrong, because it has read the internet, not the Walloon code as it stands today.

Why this one changes the calculus

- Retrieval over an authoritative corpus we control and version
- Every answer carries its sources, or it is not shown
- The value is in the corpus and the retrieval — not in the model

Convocation au Conseil Communal du 28 septembre 2026

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Document

1 / 2

Sambreville, le septembre

Province de Namur
Arrondissement de Namur
Commune de SAMBREVILLE

Secrétariat

CONVOCATION A LA REUNION DU CONSEIL COMMUNAL

Assistant Omnia d'iMio

Bonjour !
Comment puis-je vous aider aujourd'hui ?

Tapez votre message ici

OmniaLex: the four answers, in writing

Question	Answer	What it cost us
Where does it run?	Retrieval and corpus (indexed legal text) on our own infrastructure; generation routed through the same EU AI Gateway as OmniaChat.	A dedicated ingestion pipeline for legal sources
What leaves?	The question and the retrieved public legal extracts — no case files, no personal data.	Use cases involving individual case files
Under which law?	EU jurisdiction, iMio-operated corpus and index.	Continuous legal review to keep the corpus current
Can we leave?	The corpus, the index and the prompts are ours. The model is the only replaceable part — deliberately.	70 person-days to build what we could have rented

The asymmetry is the design: the expensive, slow-to-rebuild part is the part we own.

What sovereignty cost us

~18 months

between deciding and the first OmniaChat users (September 2026)

Ongoing work

an abstraction layer, an audit trail and a corpus are things you have to maintain constantly

363 000 € to build, 300 000 € a year to run — across five AI projects, shared by 460 members (25 k users)

What it did not cost

Adoption

Staff did not reject the tool because it was theirs

Quality, where it counts

On the tasks municipalities actually do — drafting, summarizing, finding the applicable rule — the gap is small or nil.

Money, at our scale

≈ 650 €/member/year for the shared infrastructure layer, if split evenly across 460 organisations. Sovereign options were not systematically more expensive once shared.

Innovation speed, after the first project

The framework was slow to build once. Each feature since has been faster, since there is no duplication

PHOTOGRAPH THIS ONE

The working checklist

1	**Write the four answers before the first line of code**	*If you cannot write them, you do not have a design yet*
2	**Name your role: controller, processor, deployer, provider**	*It decides which obligations are yours and which are your supplier's*
3	**Treat every model provider as a sub-processor**	*Turns an API key back into a contractual decision*
4	**Estimate the exit cost of each layer, in weeks**	*Makes lock-in arguable with numbers instead of adjectives*
5	**Put the model behind an interface you own**	*The cheapest sovereignty you will ever buy*
6	**Write award criteria before you see any demo**	*Otherwise your criteria describe the demo*
7	**Document why your system is not high-risk**	*The claim is fine; the undocumented claim is not*
8	**Ship a governed tool before shadow usage sets the norm**	*You are choosing between governed and ungoverned, not AI and no AI*

Perfect sovereignty is not the goal. Working software is.