

UNIVERSITEIT VAN AMSTERDAM Instituut voor Informatica

#### **DMI-UvA Research Update**

#### L. Thomas van Binsbergen I.t.vanbinsbergen@uva.nl



## **Central Research Questions**

"In what ways can we integrate legal/normative decision processes in software systems such that decisions are accountable and scalable?"

Concretely, we *study* and *design* 

software **languages**, **architectures**, **protocols** and **algorithms** that incorporate terms such as:

permission, duty, power, delegation, dispute, evidence, interpretation, ...

## **Research Areas**

#### 1. Language Design and Norm Engineering

- Machine-executable representation of laws, regulations, contracts, etc.
- Core contribution: eFLINT **normative specification** language (and friends)
- 2. <u>Normative reasoning in Multi-Agent Systems</u>
  - How can we incentivise (human and software) agents to behave compliantly? Central insight: positive (carrot) and negative (stick) enforcement of **duties**
  - How can we distribute normative reasoning across agents in a system, such that agents agree on whether agents behave in a compliant manner?
- 3. <u>Software Engineering</u> for Data Exchange Systems
  - Roles, architecture, and protocols for automating compliance in data ecosystems
  - Main deliverables: AMdEX architecture and AMdEX governance in DMI PDX
     AMdEX Reference Architecture
     DMI Ecosysteem PDX demo

## **AMdEX Vision and Timeline**



2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028

AMdEX product as part of DMI Producten en Diensten eXchange (PDX)

## **Ex-ante vs Ex-post Enforcement**



Time

## Linking normative and computational concepts





Duties capture expected actions

## Machine-readable vs Machine-executable

Assessing individual scenarios
Verifying system-wide properties
Simulation and model-driven eng.
→ compliance by design





"A fireman is trespassing when forcing a door if there is no fire or call for help"

https://doi.org/10.1145/3410256

## Norm engineering for data spaces

### Norm engineering pipeline:

law, regulation, contract, usage condition → formal interpretation (software code)

#### **Digital enforceable contract pipeline:**

template(contract x formal interpr.)  $\rightarrow$  legal and executable contract



## **Enforcement strategies**



- Static ex-post; Accountability and Auditing



15:00-15:10 uur Thomas van Binsbergen – Introduction

15:10-15:30 uur Tim Müller – Intro to the eFLINT policy language and DMI-Commons as executable policy

15:30–15:50 uur Merrick Oost-Rosengren – Policy registration and information dossiers

16:00–16:20 uur Christopher Esterhuyse – Policy specification and communication in distributed systems

16.20–16:40 uur Heleen Janssen – Business-to-Government data sharing via an Intermediary

16:40-17:00 uur Thomas van Binsbergen – Bringing theory to practice && Closing

## Static ex-ante enforcement

Orchestration of workflow and middleware based on policy

Compliance-checking of system model against normative model

Simulation and model-checking of normative model behaviour

https://doi.org/10.1016/j.future.2024.107550



EPI framework orchestration; privacy by design

## **Dynamic ex-ante enforcement**

Dynamic generation of **access control** policies from social policies

https://doi.org/10.1016/j.procs.2021.12.221







Lawful and Accountable Personal Data Processing with GDPR-based Access and Usage Control

in Distributed Systems

Based on XACML architecture

### **Integrating GDPR-based access control in DMI infrastructure**



## **Dynamic ex-post enforcement**

Regulatory Services to Automate Compliance with Ex-post Enforcement https://ltvanbinsbergen.nl/files/papers/aicol-2023.pdf

#### Explicit violations



Enforcement of **legal obligations** based on **timed events** and (internal and external) **monitors human involvement** to provide facts, observations and judge violations

## **Duty lifetime**



## **Static ex-post enforcement**

Access to logs and compliance decisions (accountability)

Checking cases from logs for compliance (auditing)

Partially automated construction of audit trails  $\rightarrow$  audit report  $\rightarrow$  trust ranking



## Main takeaways

We presented solution ingredients that enable **automating compliance** against governance rules (such as Afsprakenstelsel), regulations (such as GDPR) and usage conditions.

This achieved via reasoning with **formal specifications** (software code)

Reasoning is applied both *before* and *after* the fact.

And needs to be accountable and based on collected evidence, logs, etc. Raising challenges regarding distribution of responsibilities and scalability

# Executable policy: eFLINT & DMI Commons

**Tim Müller**, University of Amsterdam UvA-AMdEX research update, **21 May 2025** 







#### So, we've heard about these "norms"...

- We see norms simply as directives that constrain a system
- I.e., some actions (or some states) are declared undesirable





"On Tuesdays, always make tacos"

#### So, we've heard about more "norms"...

- They can vary greatly and be very complex
- Examples:
  - "Don't spill your food!"
  - "Tuck your shirt in your pants"
  - "When you buy something at a shop, you have to pay"
  - "Teachers are allowed to dismiss class"
  - "Come to me if you disagree with each other"
- For this presentation, we mostly consider them from legal sources
  - Although in DMI, **policy templates** may capture *any* norm

#### DMI's norms

- The Afsprakenstelsel
- And in particular, Article 7
  - Defines "Commons" and what participants to the ecosystem are permitted to (not) do with them

#### Artikel 7 Commons

**7.1** Producten, diensten en data binnen het DMI-ecosysteem die grotendeels zijn gefinancierd met publieke middelen, dienen om niet beschikbaar te zijn voor Deelnemers en zijn geen Commons. Kosten die ontstaan als gevolg van het daadwerkelijk gebruik van deze producten, diensten en data kunnen echter wel aan desbetreffende Deelnemer(s) worden doorberekend.

**7.2** Iedere Deelnemer moet jaarlijks ten bedrage van een door de Ecoraad vast te stellen Eurowaarde eigen producten, diensten en/of data(gebruik) aan elk van de andere Deelnemers beschikbaar te stellen als Commons, even zoals iedere Deelnemer recht heeft om jaarlijks voor datzelfde vastgestelde bedrag producten, diensten en/of datagebruik af te nemen als Commons van elk van de andere Deelnemers.

**7.3** Voor 2023 bedraagt de vastgestelde Eurowaarde voor de Commons per Deelnemer Euro 2.500,--(inclusief BTW) op jaarbasis. Deze Eurowaarde moet direct herleidbaar zijn tot de commerciële waarde van de als Commons aangeboden producten, diensten en/of data(gebruik) in de Producten en Diensten Catalogus.

**7.4** Levering en afname van Commons dient altijd reguliere, in de Producten en Diensten Catalogus opgenomen en voor levering als Commons aangemerkte producten, diensten en data(gebruik) te betreffen. Afhandeling van de levering en afname ervan dient altijd plaats te vinden via de Algemene Voorzieningen.

**7.5** Levering van producten, diensten en data(gebruik) als Commons moet altijd vrij van kosten zijn jegens de leverende Deelnemer

**7.6** Om kosten van in te kopen data(gebruik) zo laag mogelijk te kunnen houden voor kennisinstituten en onderzoeksinstellingen, dienen alle Deelnemers aan dezen data(gebruik) altijd aan te bieden als Commons, dus vrij van kosten. Indien er inspanningen verbonden zijn aan de distributie en/of bewerkingen van die data, dan mogen de redelijke kosten daarvan bij de ontvanger in rekening worden gebracht. De kennis die door desbetreffende kennisinstituten en onderzoeksinstellingen mede door deze als Commons verstrekte data wordt opgebouwd, dient door dezen altijd kosteloos beschikbaar te worden gesteld aan alle Deelnemers.

7

#### DMI's norms, automated

- Now we want to enforce the Afsprakenstelsel automatically
- The central question of this presentation is:

"How can we **automate** the **enforcement** of DMI's **norms**?"

- I.e., how can we make the Afsprakenstelsel **executable**?

#### The meat and potatoes

- Example: turn Article 7.5 into an **executable norm** 

**7.5** Levering van producten, diensten en data(gebruik) als Commons moet altijd vrij van kosten zijn jegens de leverende Deelnemer

-or-

#### The meat and potatoes - Executable norms

- We can write down norms **computationally** (i.e., as little programs)
- Then we can use them to **validate** a particular **system state**

Hence, we need to:

- 1. **Model** a system state;
- 2. Formalise our norm as a function; and
- 3. **Apply** the function to a particular state.

#### The meat and potatoes - 1. The model



#### The meat and potatoes - 2. The function



#### The meat and potatoes - 3. The application



#### The meat and potatoes - 3. The application



#### eFLINT - Normative specification

- eFLINT is a language for formalising all three
- Based on Hohfeld's legal framework
- Model the world as legal powers,
   obligations, permissions, ...
- Specifically,
  - Express the world as *possible* facts, actions and duties
  - Express norms as **conditions** on **actions** & **duties**
  - Instantiate a model by describing which facts, actions and duties are really there.

```
Fact agent Identified by String.
Fact food Identified by Pizza, Tacos, Fries.
Fact day-of-the-week Identified by Monday, Tuesday, Wednesday,
                                   Thursday, Friday, Saturday,
Fact current-day-of-the-week Identified by day-of-the-week.
Act cook
   Actor agent
    Related to food
    Derived from (Foreach agent, food: cook(agent, food))
    Conditioned by (Forall current-day-of-the-week:
        current-day-of-the-week.day-of-the-week != Tuesday
          food == Tacos
```

#### The meat and potatoes - eFLINT

- We instead model the world as...
- ...possible transactions
- ...participants having powers to do transactions (they can take an action)
- Then we formalize norms as...
- ... conditions on actions marking some as violating
- ...duties modelling obligation to transact in certain ways for participants
- Finally, we apply a scenario by...
- ... instantiating the model for a specific transaction or other scenario

#### The meat and potatoes - 1. 2. eFLINT



#### The meat and potatoes - 3. eFLINT



#### What we're doing, *really*

- Is running an executable norm the same as judgement?
  - We are categorizing things as compliant or non-compliant, after all

- However...
  - We are always doing categorization based on models
  - This is an allegory for our **understanding** of a situation
  - Judgement is also about checking if one's understanding is correct

- Hence:
  - We've only done legal derivation (is my model compliant?)
  - Something else needs to do the qualification (instantiating the model accurately)

#### Thanks for listening!



- We're interested into making **norms** executable
- We can formalize them as executable norms
- Which can automate legal reasoning of a norm on a particular model instantiation
- We use **eFLINT** to program the reasoning
- Qualification is done externally, mapping the real system to the model
  - Up to a sense, this is always human, case-by-case work

t.muller@uva.nl https://gitlab.com/eflint https://definities.dmi-ecosysteem.nl

The icons (not logos) in this presentation are from Flaticon.com

#### **UvA Research Update**

Dataspace Governance Policy registration and information dossiers

> Merrick Oost-Rosengren m.a.oost@uva.nl







#### Governance

	Control and governance infrastructure	AMdEX AMdEX framework Ecosystem provider Ecosystem governance provider Dataspace provider Governance provider Control plane Only metadata flows here		
-	Processing and services infrastructure	Exchange provider       Data plane         Actual flow of (data) assets         Dataspace member		
A	AMdEX Reference Architecture			
#### Governance within Common European Data Spaces

Governance within a common European data space should be based on principles that closely relate to the general values (or pillars) on which the EU was founded

#### **Governance manages legal obligations**



Rule of law, International, EU and local

Trust eco-system & governance principles for sharing data

Consortium agreements "how we share data"

Conditions for sharing specific data, services, documents, applications

#### **Enforcement Orchestrator**

- Creates a dossier with meta-data for legal obligations
- Uses the Policy store and Policy Reasoner to validate the legal obligations
- Use the Notary to store mutations on dossiers
- Assists the Auditor during auditing



#### Dossier

- Contains one or more agreements governing one data sharing instance
- May contain one or more applicable laws
- Contains signatures of the parties or delegates involved
- Within DMI a datamarket has been mandated to sign
- Contains additional data related to the agreement, not containt on the agreement.

#### Clearing (5)

- During clearing the dossier is created
- If a dossier contains machine executable agreements, these are validated.
- A human readable version of the agreement is returned to the Datamarket (DMI)
- The Datamarket signs the agreement on behalf of the parties (DMI)



#### **Policy Store**

- Contains agreements/policies/laws in different languages (dutch legal, english legal, synopsis, machine readable/executable)
- The different languages of the same agreement are connected.
- It returns the version of an agreement/policy/law for a specific date
- A signable version, which only contains the meta-data of the agreement/policy/law
- A full version, which contains the version in a specific language

#### **Policy Store cont.**

- The data in the policy store is immutable
- Agreements/Policies/Laws are updated by adding the new data to the policy store
- There may be multiple variants of the same legal text (e.g. higher level or details). There is always only one active for an agreement (per language).



#### Policy Meta-Data / Signable Policy

"Template":"Commons",

"Language":"EFlint",

"Timestamp" : "21-05-2025",

"Fragments": [

#### {

"Fragment\_ID" : "xyz",

"Body\_hash" : "avc-abx",

"Dependencies" : [ { ... }, { ... } ]

"Children" : [ { ... }, { ... } ]





#### **Governance Overview**

- Handles the legal documentation of an transaction
- Checks if an agreement is compliant during creation
- Can check if the agreement is still compliant during access to data
- Can be used for (Legal) Audit
- Can supply the dossier during a dispute
- For DMI, input from the Datamarket is also required, since the Datamarket signs

Additional functionality of governance (not used by DMI)

Adjust agreements based on the requirements/allowances of the requesting and offering party

Verify legal requirements when data moves accross a dataspace or country boundary





#### References

- AmdEX Reference Architecture
- https://zenodo.org/records/10565916
- Dataspace Radar
- https://www.dataspaces-radar.org/radar/
- Governance within Common European Data Spaces
   https://wikis.ec.europa.eu/spaces/jrcdataspaceswiki/pages/78709328/3.4.
   +Governance+within+Common+European+Data+Spaces

Contact Merrick Oost-Rosengren m.a.oost@uva.nl





# Policy Specification and Communication in Distributed Systems

Christopher Esterhuyse @ 21 May Research Update





#### Contents

- 1. Vision: Specification-Centric Systems
- 2. Challenge: Distributing Everything
- 3. Approach: JustAct Framework
  - Idea: distributed specification + universal accountability
  - Examples from a case study

















## Challenge: Distributing Everything



## Challenge: Distributing Everything



How can we map our vision onto the distributed system?





Policy and reasoning is distributed




























#### Case Study



#### Case Study: Agreement 1

\_ \_ \_ \_ \_ \_ \_ \_ Part 1 \_ \_ \_ \_ \_ \_ \_ \_ \_

error if (Fact within Msg1) within Msg2. error if (actor Agent) within Msg2.

Sayer says Fact if Fact within (Sayer M) and diff { (consortium 1) (Sayer M) }. error if Sayer says (Agent says Fact).

- Part 2 -Saver drives Task if Saver savs (Task ready). Sayer drives Task if Sayer says (Task has input Variable). Sayer drives Task if Sayer says (Task has output Label).

error if Saver savs (Agent drives Task). error if Agent drives (Driver Name) and diff { Agent Driver }.

error if Task executed and not Task ready.

error if Task2 executed and Task2 has input (Task1 Label) and not Task1 executed.

- Part 3 - - - - -Accesses Amy Agreement 1: Statement consortium 1 is agreed at time 1.

Worker reads Variable if Task has input Variable and actor Worker and Worker says (Task executed). Worker writes (Task Label) if Task has output Label and actor Worker and Worker says (Task executed). error if Saver savs (Worker reads Variable). error if Sayer says (Worker writes Variable). error if Worker says (Task executed) and (Task has input Variable) within Msg and Task involves Checker and not Checker says (authorise Task in Msg by Worker). error if authorise Task in Msg1 by Worker and (Task has input Variable) within Msg2 and diff { Msg1 Msg2 }. - Part 6 - -Task involves Checker if Checker controls (Task Label). Task2 involves Checker if Task2 has input (Task1 Label) and Task1 involves Checker. Informs Administrator Administrator Governs Policy Hospita Amv Justifies access 28/38

- Part 4 - - -

#### Case Study: Agreement 1

#### Case Study: Defining Workflow Tasks

			Part 4	
Worker r	reads	Variable	if Task has input Variable and actor Worker and Worker says (Task executed).	
Worker w	writes	(Task Label	.) if Task has output Label and actor Worker and Worker says (Task executed).	
error if	f Saye	r says (Work	(er reads Variable).	
error if	F Saye	r says (Work	(er writes Variable).	
			Part 5	
error if and	f Work Task	er says (Tas involves Che	k executed) and (Task has input Variable) within Ms ecker and not Checker says (authorise Task in Msg by	g Worker).
error if	f auth	orise Task i	in Msg1 by Worker	
and	d (Tas	k has input	Variable) within Msg2 and diff { Msg1 Msg2 }.	
			Part 6	
Task in	nvolve	s Checker if	F Checker controls (Task Label).	
Task2 in	nvolve	s Checker if	F Task2 has input (Task1 Label) and Task1 involves C	hecker.

1

Agreement 1: Statement consortium 1 is agreed at time 1.

#### Case Study: A Workflow Task



Statement amy 1 (Amy prepares a patient-counting task).									
(amy	<pre>count-patients)</pre>	has	input	((surf	utils	)	entr	y-cour	it).
(amy	<pre>count-patients)</pre>	has	input	((st-antonius	patients-2	024)	pati	ents	).
(amy	<pre>count-patients)</pre>	has	output	t num-patients	•				
(amy	<pre>count-patients)</pre>	read	iy.					pa	irt

			Part 4
Worker	reads	Variable	if Task has input Variable and actor Worker and Worker says (Task executed).
Worker	writes	(Task Label)	) if Task has output Label and actor Worker and Worker says (Task executed).
error i	if Saye	r says (Worke	er reads Variable).
error i	if Saye	r says (Worke	er writes Variable).
			Part 5
error i	if Work	er says (Task	k executed) and (Task has input Variable) within Msg
and	a Task	involves Chec	cker and not Checker says (authorise Task in Msg by Worker)
error i	<mark>if</mark> auth	orise Task in	n Msg1 by Worker
ar	nd (Tas	k has input	Variable) within Msg2 and diff { Msg1 Msg2 }.
			Part 6
Task i	involve	s Checker if	Checker controls (Task Label).
Task2 i	involve	s Checker if	Task2 has input (Task1 Label) and Task1 involves Checker



#### Case Study: Authorised Task Execution



Statement amy 1 (Amy prepares a patient-counting task).									
(amy	<pre>count-patients)</pre>	has	input	((surf	utils	)	entr	y-cou	nt).
(amy	<pre>count-patients)</pre>	has	input	((st-antonius	patients-20	24)	pati	ents	)
(amy	<pre>count-patients)</pre>	has	output	t num-patients.	•				
(amy	count-patients)	read	dγ.					pa	art

		Part 4
Worker	reads Variable if Task <mark>has ing</mark> and Worker	out Variable and actor Worker says (Task executed).
Worker	writes (Task Label) if Task has out and Worker	put Label and actor Worker says (Task executed).
error i	f Sayer says (Worker reads Variab)	le).
error i	f Sayer says (Worker writes Variab)	e).
		Part 5
error i	f Worker says (Task executed) and (	Task has input Variable) within Msg
and	Task involves Checker and not Chec	cker says (authorise Task in Msg by Worker)
error i ar	f authorise Task in Msg1 by Worker d (Task has input Variable) within	Msg2 and diff { Msg1 Msg2 }.
		Part 6
Task i	nvolves Checker if Checker controls	(Task Label).



#### Case Study: Conditional Authorisation



Statement amy 1 (Amy prepares a patient-counting task).								
(amy	<pre>count-patients)</pre>	has	input	((surf	utils )	entr	y-coun	t).
(amy	<pre>count-patients)</pre>	has	input	((st-antonius	patients-2024)	pati	ients	).
(amy	<pre>count-patients)</pre>	has	output	t num-patients.				
(amy	count-patients)	read	ly.				ра	rt

Statement st-antonius 1 (St. Antonius asserts control of the patient data).
(st-antonius patients-2024) has output patients.
(st-antonius patients-2024) ready.
st-antonius controls ((st-antonius patients-2024) patients).

(st-antonius patients-2024) executed.

authorise (st-antonius patients-2024) in (st-antonius 1) by st-antonius

part



				<u> </u>
Worker	reads	Variable	if Task	k <mark>has input</mark> Variable and actor Worker
			and	d Worker says (Task executed).
Worker	writes	(Task Label	) if Task	k has output Label and actor Worker
			and	d Worker says (Task executed).
error i	if Sayer	says (Work	er reads	Variable).
error i	f Sayer	says (Work	er writes	s Variable).
				Part 5
error i	f Worke	r says (Tas	k execute	ed) and (Task has input Variable) within Msg
and	I Task 1	nvolves Che	cker and	not Checker says (authorise lask in Msg by Worker)
error i ar	if autho	rise Task i has input	n Msg1 by Variable)	y Worker ) within Msg2 and diff { Msg1 Msg2 }.
				Part 6
		ch		
Task i	nvolves	Checker if	Checker	controls (lask Label).
Task2 i	nvolves	Checker if	Task2 ha	as input (Task1 Label) and Task1 involves Checker.

Agreement 1: Statement consortium 1 is agreed at time 1.

## Case Study: Partial Views



#### **Case Study: Communication**



#### **Case Study: Justified Action**



#### Case Study: Auditing



#### Bonus: Where to Find the Details



Figure 2.2: Graphical depiction of the *framework ontology*. Sets (italicized) are related by pure, total functions ( $\rightarrow$  and  $\Rightarrow$  arrows) from domain to co-domain. Each ( $\Rightarrow$ ) denotes an identity function, *e.g.*, *statements*  $\subseteq$  *messages*. Functions are identified by their co-domain (or by a label if given). The dotted line distinguishes sets and functions that are *dynamic* (above) and *static* (below). At runtime, new elements may be added to dynamics, but statics are fixed.

Definition 2.2.	$\textit{well-behaved}(\alpha:\textit{agents}) \triangleq$	
	$\forall a: actions,$	$(actor(a) = \alpha) \rightarrow permitted(a).$
Definition 2.3.	permitted(a:actions)  riangle	
	$justification(a) \subseteq statements$	(stated justification)
^	$agreed(basis(a)) \in justification(a)$	(based justification)
^	$extract(justification(a)) \in valid$	(valid justification)
^	$at(basis(a)) \in current.$	(current action)

Definition 2.5	(Message Identifiers). $messageIds \triangleq facts \times facts$ .
Definition 2.6.	messages  riangle messageIds  imes policies.
Definition 2.7.	$payload(\langle i,p angle:messages) riangleq p.$
Definition 2.8.	$author(\langle i,p angle:messages) riangle author'(i) \  ext{where } author'(\langle f,f' angle:messageIds) riangle f.$

(published)	JustAct: Actions Universally Justified by Partial Dynamic Policies	https://tinyurl.com/justact1
(extended)	JustAct+: Justified and Accountable Actions in Policy-Regulated, Multi-Domain Data Processing	https://tinyurl.com/justact2



#### Challenge: Distributing Everything



formal (mathematical) foundations



formal (mathematical) foundations





formal (mathematical) foundations



UNIVERSITY OF AMSTERDAM Institute for Information Law





#### **UvA Research Update**

# Towards a generic legal data governance framework for B2G3P

Dr. H.L. Janssen | DMI | Research Update | 21 May 25





## Introduction



#### Dr. Heleen L. Janssen

Assistant professor

Institute for Information Law (2020)

Projects

- 'Towards a generic legal data governance framework for B2G3P' (2024 )
- 'From policy to practice in data governance and responsible data stewardship' (2024)
- 'Legal framework for local B2G (2023)





## B2G3P data sharing is about...







ERVOERDERS

## Setting the legal scene for B2G3P

VERLADERS

- WHO has the power to process data? Accountability and responsibility
- > Who is stakeholder?
- Type entity private or public?
- Type of data (and pertaining interest) involved?
- > Who takes decisions over data and its processing?
- Roles present in the data intermediary ecosystem?
- > What happens *in fact* in the data sharing ecosystem?

Choices are shaped by legal framework and by technical architecture





## Legal framework for local B2G

- ➤ Research: mapping the legal landscape (2023)
  - Legal doctrinal & empirical research (stakeholder & expert workshop & employee interviews)
  - See https://www.ivir.nl/publicaties/download/Gemeentelijke\_grip\_op\_private\_sensorgegevens.pdf
- > Purpose of B2G: improving execution of public tasks, more accurate policymaking
  - Access to data held by businesses
  - Mapping of applicable legal framework
  - Legal gaps, constraints and pitfalls





# **B2G mapping applicable legal framework**

EU legal framework regulating B2G (horizontal laws)

- Fundamental rights
- GDPR, e-Privacy, Free flow of non-personal data
- IP law, Trade secrets, Database law,
- Data Act, Data Governance Act, AI Act
- Freedom of Information Act, Open Data Directive, Reuse of Public Sector Data

National legal instruments regulating B2G – General Administrative Law Act

- Public law: permit, regulation, subsidy
- Private law: ordinary contract, public procurement contract, concession





## **B2G – challenges**

- EU law: procedural obligations & open norms
- Patchwork: uncertainty over legal coherence and consistence
- B2G often *ad hoc*, conditions unilaterally determined by businesses
- Refusal by businesses: legal and political-economic reasons
- What's in it for businesses?
- Exact problem definition is complex
- More legal obligations might not necessarily help B2G
- Citizen's interests?

Research whether an independent, third party can help overcome some issues





## B2G3P - Data sharing via a third party

- "Data Intermediary" key features:
- independent entity
- charged with effecting a governance regime around supplier and recipient rights and interests
- guides, constrains and monitors data use to ensure compliance
- can (re)distribute control over data and processing
- shape and (re)balance relationships between stakeholders
- ability to address data access and sharing challenges





## Takeaways

- EU law provides basic guidelines, not a conclusive framework
- Legal uncertainty over broader applicable legal framework
- Generic legal framework: guide for data intermediary ecosystem stakeholders to apply the law
- Find sweet spot between generic and concrete applicability of the data governance framework





#### **Questions & discussion**

