

Overview of the Enabling Legislation

Briefing

How do legislators initiate the best possible markets at the bottom of their economy? If taxpayers are not to fund the new platform, an official [concession](#) must balance:

- a) **Creating an attractive commercial opportunity for operators if they succeed in generating extensive new economic activity.**
- b) **The best possible protections and functionality, plus lowest charges, for users.**



WORK IN PROGRESS

This briefing offers a high-level starting point. It is for anyone exploring how they might draft legislation to create independent infrastructure for the full range of micro-economic activity in their jurisdiction. It aims at predictability, for operators, users, and the wider economy.

This is not an attempt to create “cookie cutter” legislation. There will be wide regional differences in the rules of concessions. We aim only to list points meriting consideration in any jurisdiction. Many of the possibilities listed should simply be clarified with a “No”. For example, there should be no market sectors universally prioritized or constrained relative to others. (Sections 2d, I + ii.)

A further level of detail to be considered: To what extent are commitments from government, and obligations on operators, to be phased? For example, the concession could stipulate “*only when X% of GDP flows through the platform must government do Y*”. Phasing hedges risk for both officials and the concession’s bidders. But a lack of early commitment might risk deterring usage.

This overview covers legislation in a stable democracy. Possibilities for other jurisdictions are outlined in [a separate briefing](#).

Proposed sections in the legislation:

- 1) **Intentions of the legislation.**
- 2) **Intended scope of the platform.**
- 3) **What will government offer winners of the concession?**
- 4) **What obligations will be placed on platform operators?**
- 5) **How will the concession be awarded?**

1) Intentions of the legislation

- a) Shape a legally binding official concession that initiates a technology platform facilitating all legitimate forms of economic activity involving small transactions across the jurisdiction.
- b) Ensure said platform is stable, predictable for users; robustly funded, designed, and operated independently of government with its operators gaining legitimacy from winning a competitive, transparently awarded, concession.
- c) Ensure funding to modernize government processes at all levels, with the platform used as “connective tissue” between official processes and citizens or businesses.
- d) Spawn an open eco-system of innovators around the platform.
- e) Build the jurisdiction’s capacity, leadership, profile, and attractiveness to investors as well as furthering other legitimate policy aims¹.

2) Intended scope of the platform

- a) What geographic area is to be served?
- b) Through which channels through will the platform be accessible?
- c) Which entities are permitted to access the platform²?
 - i. What must the registration process for a user establish?
 - ii. Is there any obligation to report who is a user to any external party³?
- d) What goods, services, hire of people, or financial services can be traded on the platform?
 - i. Are any sectors to be prioritized by the platform?
 - ii. Are any sectors to be banned, or constrained, on the platform even though legal off-platform⁴?
- e) Is a [Maximum Average Transaction Size](#) to be maintained?
 - i. What rules ensure against artificial atomization of transactions (structuring the market to unnecessarily turn big purchases into multiple small ones)?
 - ii. How is any surplus income generated by commission on oversized transactions to be allocated⁵?
- f) What range of mechanisms for matching buyers with sellers is expected⁶?
 - i. How will mechanisms be allocated to transactions⁷?
 - ii. Additional specific functionality for shaping transactions:
 - Journey/delivery construction.
 - Storage and distribution hubs.

- Liens or holds: buying the exclusive right to make a specific transaction within a given timeframe.

g) What scope of functions to support transactions is anticipated?

- i. Identity validation.
- ii. User accounts.
- iii. Default contracts to govern transactions, which users may vary.
- iv. Payments transfers and secure escrow.
- v. Insurance on transactions.
- vi. Support for refunds and returns.
- vii. Tracking of user reliability and permitting users to exploit their track record.
- viii. Dispute resolution tools, including intake of external mediators' judgements.
- ix. Facilities for intermediaries:
 - “Employers of record”
 - Educators
 - Unions
 - Trade bodies
- x. Support for interventions.
- xi. Repositories of former users⁸.
- xii. Seamless interoperability of sectors/mechanisms on the platform.
- xiii. Pre-loaded catalogues of products/services⁹.

h) What is the scope of data to be output by the platform?

- i. Personalized data for a user¹⁰.
- ii. Granularity and anonymization¹¹.
- iii. Who can access system data?
- iv. What data is uniquely available to system operators¹²?
- v. Analytics and data tracking capability¹³.

i) What official functions within buyer/seller interactions are to be enabled by the platform?

- i. Tax calculation and collection:
 - Within transactions on the platform.
 - Outside the platform’s own transactions¹⁴.
- ii. Welfare/stimulus disbursements.

- iii. Interventions such as subsidies, for example of carbon-neutral journeys.
 - iv. Economic stabilizers¹⁵.
 - v. Emergency readiness:
 - Everyday emergencies (prioritizing resources for 911/999 issues).
 - Overriding market activity during an officially declared state of emergency.
- j) Are any additional financial facilities mandated?
- i. Non-mainstream currencies to be handled.
 - ii. Alternative currencies or parallel economies:
 - Can the platform run its own parallel economy and, if so, on what terms¹⁶?
- k) Are non-revenue generating functions mandated for the platform?
- i. Voting:
 - Official elections.
 - User-generated petitions.
 - ii. Questionnaires.
 - iii. Record keeping for users.
 - iv. Social and professional introductions or administration of networks.
 - v. Volunteering/timebanking.
 - vi. Intake of rules governing tax, welfare, changes in legislation governing trading entitlements, or other official formulae to be applied by the platform.
 - vii. Protected markets: sub-markets for vulnerable communities.
 - viii. Formation and dissolution of partnerships between users.
- l) What rules cover display to users by the platform?
- i. What languages must the platform interact in?
 - How sophisticated must its translation capabilities be?
 - ii. What accessibility functions for users with impairments or limitations are mandated?
 - iii. Compatibility with which browsers, devices, screen sizes, and distribution channels is required?
- m) What outputs are required to ensure platform accountability¹⁷:
- i. Publication of system code / code inspection¹⁸.
 - ii. System performance / capacity analytics.
 - iii. Reports to users¹⁹.
 - iv. Whistleblower pages²⁰.

- n) To what extent are external applications drawing on all - or part - of the platform's data or functionality to be supported:
- i. Maintaining users' control of their data.
 - ii. How much of the platform's functionality is available to external Apps?
 - iii. Operators' rights to set standards for Apps reliant on the platform.
 - iv. On what terms can functionality developed by external providers be replicated in the main platform²¹?
- o) Must the platform interface with any other specified platform?
- i. Platforms existing at the time of the concession's award?
 - ii. Platforms yet to exist²²?
 - iii. Platforms outside the jurisdiction, particularly in neighbouring territories?
- p) Is any extraneous use of the platform's core functionality to be permitted²³?

3) What will government offer winners of the concession?

- a) What public spending will be channelled through the platform?
- i. On what terms will that spending be allocated to go through the platform²⁴?
- b) Into which official databases will the platform be permitted to interface?
- i. Identity validation.
 - ii. Licencing and certification of individuals, organizations, or resources.
 - How will the platform be updated about changes of status to a licence or certification²⁵?
 - Access to "negative records"²⁶?
 - iii. On what terms can the platform look up a user's records on an official database²⁷?
 - iv. Is issuing of platform-compatible codes with official documentation mandated²⁸?
 - v. What powers do operators gain to ensure interfacing²⁹?
- c) Courts and arbitrators: to what extent can the system hand disputes between users off for official rulings?
- i. What steps must the platform take before a dispute qualifies for hand off into official resolution channels³⁰?
- d) What promotion channels are assured for the platform through official communications to target groups?
- i. Businesses.

- ii. Citizens.
 - iii. Tourists.
 - iv. Government employees.
 - v. Investors.
 - vi. How are communications to each group to be funded, created, prioritized, and timetabled³¹?
- e) Is any prime placing on distribution channels assured:
- i. On the web³².
 - ii. Mobile devices.
 - iii. Interactive TV.
 - iv. Future devices granted a government-issued licence³³.
- f) Legal clarity:
- i. What limits pertain to operators' right to make decisions about platform structure, displays, navigation, and wording³⁴?
 - ii. In what circumstances may government alter the terms of legislation governing the platform³⁵?
 - iii. What is the platform's status as a counterparty in trades it enables?
 - iv. Operators' responsibility for content posted by users.
 - v. Operators obligations regarding off-platform interactions with individual users³⁶.
 - vi. Operators' rights to assert their independence:
 - Protecting user data³⁷.
 - Freedom from off-the-record government or military attempts at control.
 - Obligations to report any attempts at improper influence over the platform by any outside body³⁸.
 - vii. Circumstances in which any citizen or business might be compelled to use the platform³⁹.
 - viii. Ownership of the platform⁴⁰.
 - ix. Is there any cap on operators' income or profitability⁴¹?
 - x. Specific offenses against the platform⁴².
 - xi. Operators' right to refuse to disclose details of system security, emergency planning or other details that might undermine the platform's ability to protect its users.
- g) Recognition of the official importance of the platform:
- i. Is the platform granted priority status in official emergency planning⁴³?

- ii. Will government agencies class the platform as vital infrastructure in dealing with cyber attacks and other threats to the jurisdiction?
 - iii. Do operators gain a right to trademark a platform name highlighting its official status⁴⁴?
 - iv. Is specific access to government logo's included⁴⁵?
 - v. Will government undertake to maintain specific rules the platform will need to apply⁴⁶?
- h) Are there any specific initiatives government will fund that boost the platform⁴⁷?
 - i) Are there any additional benchmark payments to operators that might be triggered⁴⁸?
 - j) Uniqueness of these facilities: Could they be extended to any other channels in any circumstances?
 - k) Phasing of these facilities: Are they all available immediately or are some subject to usage targets being reached?

4) What obligations will be placed on platform operators?

- a) Funding obligations: For what must the successful consortium pay?
 - i. Platform development and operations.
 - ii. Readiness of official processes and systems to interface with the platform.
 - iii. Non-platform costs:
 - General digital infrastructure for the jurisdiction⁴⁹:
 - Cabling/internet transmission
 - Devices or kiosks for public access to the platform.
 - Marketing / advertising for the platform.
 - Validation or training of potential users.
 - Any sum deposited with new users to kickstart their buying or support for strugglers in the market⁵⁰.
 - Support / subsidy for non-users⁵¹.
- b) What public service obligations will be placed on operators?
 - i. Restrictions on market activity by operators and their employees. Can operators buy, sell, set prices, invest, or take any position in markets on the platform⁵²?
 - ii. Is a franchise model to dilute power of the winning consortium mandated? Is the winning consortium permitted to run individual market sectors on the platform? Or must they recruit independently financed franchisees to do this?
 - If franchising is compulsory or permitted:

- Any reference to “Operators” in the legislation encompasses the core consortium and their franchisees.
 - Who is eligible to be a franchisee?
 - What structures of franchising contracts and remuneration are permissible?
 - What support for franchisees is permitted or mandated?
 - What are the winning consortium’s rights in respect of franchisees it deems underperforming?
- iii. Independence of operators: Aside from relationships with suppliers paid in cash or equity, must operators be structurally and financially free of any contractual ties or other obligations to any external person or body⁵³?
- iv. Transparency mandate: Are significant purchases, salaries and commitments relating to the operators to be published?
- v. Must changes of ownership by any part of the operating consortium be published?
- What changes are banned?
 - In the event of a banned change of ownership, or other exclusionary action, by a member of the consortium what rules govern possible replacement of that member?
- vi. Resilience obligations: Are operators obligated to be part of government’s emergency preparation planning and drills?
- c) Constraints on revenue sources:
- i. What sources of income are permitted to operators within the jurisdiction in which the platform operates⁵⁴?
 - ii. What additional sources of income are permitted to operators outside the jurisdiction in which the platform operates⁵⁵?
 - iii. Is the formula governing revenue extraction fixed⁵⁶?
- d) Channel neutrality: Are operators constrained in their ability to pay for placement, agree preferential access for customers or users of other organizations (aside from government) or favor any one channel to users over another?
- e) Protection of users:
- i. Equality of users: Are all users are to be treated equally except if eligibility or reliability is used for ranking, or sanctions are being applied after a transparent dispute resolution process?
 - ii. Do users own their data on the platform?
 - Can the platform only exploit users’ data within its permitted aims, but only with each user’s permission and ongoing control.
 - Can any user exit the platform and wipe their data at any time⁵⁷.

- iii. "Attention rents": Are operators to be charged for the time of platform users⁵⁸?
- f) What protections are mandated for non-users of the platform⁵⁹:
 - i. Constraints on other channels: will any other channel for trade be constrained by this legislation, except by not having access to the benefits bestowed by the concession⁶⁰?
- g) Platform operating standards:
 - i. Within what geography must platform servers and data be physically located?
 - ii. What percentage of uptime must the platform maintain?
 - In what circumstances are downtime permitted?
 - iii. What penalties are applied if there is a security breach or excessive downtime involving the platform?
 - iv. What precautions against system failure are to be made public⁶¹?
 - v. What percentage of spare capacity must operators maintain in readiness for surges in usage?
- h) Interaction with regulators: which authorities are entitled to inspect the platform to ensure compliance with the concession⁶²?
 - i. What must operators do to facilitate those inspections?
- i) Handover to another concession winner: What steps must operators take to ensure smooth transfer to a replacement concession winner?
 - i. Is a platform name or imagery specified⁶³?
 - ii. Transfer of system code.
 - iii. Secure transfer of user data.
 - iv. Verifiable destruction of original data after transfer.
- j) Phasing of these obligations: Are they all mandated immediately or are some dependent on usage or operator revenues reaching defined benchmarks?

5) How will the concession be awarded?

- a) What rights are the initiating authority assuming to award the concession⁶⁴?
 - i. Operators' rights in the event of a change of status by the initiating authority⁶⁵.
- b) For how many years does the concession run?
 - i. Is there a start date specified for the platform or is it at operators' discretion?
 - If a date is set, what penalties are to be applied for non-compliance?
- c) Criteria for consideration as an operating consortium:

- i. Are one-organization bids permissible?
 - ii. Is there payment for consideration⁶⁶?
 - iii. Will a consortium's financial capability be a criteria for eligibility?
 - Is payment of a bond to fund re-assignment in case of breach of concession demanded from a winning consortium?
 - iv. Must technological / operational capability be proven to a certain benchmark?
 - v. Permitted nationality of members⁶⁷.
- d) Help given to eligible bidders:
- i. Access to costing information⁶⁸.
- e) Criteria for selection of the winning consortium from among eligible contenders:
- i. Mark-up charged on each transaction⁶⁹.
- f) Who decides the winner⁷⁰?
- g) The process of awarding the concession:
- i. Process for filing a bid.
 - ii. Timetable for award.
 - iii. Handling of variations in the concession rules during the award period.
 - iv. Handling of any tiebreaker.
- h) To what extent will details of bids be made public?
- i. Winning bid.
 - ii. Unsuccessful bids.
- i) Notification of a winner.
- j) Rights to appeal for a non-winner.
- k) Circumstances in which the concession could be withdrawn from a winning consortium and re-awarded:
- i. Offenses warranting termination.
 - ii. Public warnings preceding termination.
 - iii. Announcement of potential termination.
 - iv. Obligations of the outgoing concession holders in the event of a premature re-award⁷¹.

¹ Explicitly stating the new markets are to be structured to minimize emissions caused by transactions (in markets for journeys for example) or address ethnicity-based inequalities could be possibilities here.

² Can convicted felons use the platform? Companies in receivership? Organizations on a register of hate groups? Broadly, we recommend the platform is universally accessible but any organization registering must prove official recognition as a charity, company or other body that could be pursued in law by a buyer in case of breach of contract.

³³ This should be an explicit "No". Usage of the platform is not to be reported to any authority or external organization.

⁴ This section should clarify tension between the Principle of Maximum Usefulness (operators must offer every possible service of which a sophisticated platform is capable) versus policymakers' desire to protect established institutions (e.g. banks, fintech start-ups, labor platforms, charities, big employers, public agencies) from alternatives for customers.

⁵ Options are covered in our Maximum Average Transaction Size [briefing](#).

⁶ Mechanisms for online trade include auctions, reverse auctions, requests for bids, catalogues, stored availability, and aggregation of buyers.

⁷ Stipulating this is advisable; operators could cherry-pick sectors to be given the most useful mechanisms on ideological grounds, to curry political favor, or for other reasons unrelated to growing usage. A sample rule might specify all mechanisms be available for any transaction but the one(s) chosen most frequently by sellers and buyers are applied by default.

⁸ A core tenet of user protection is the right of any user to deregister from the platform at any time and specify data held about them by the platform be irrevocably destroyed. However, this creates a problem of vanishing counterparties; a buyer could purchase faulty goods from a seller who has then had his records wiped and so cannot be traced. To reconcile these two issues, data repositories independent of the platform and its operators may be mandated. These repositories need to be regulated to ensure solidity of service, this could be mandated as a task for the operator or be carried out by a regulator. An array of competing repositories, amongst which an exiting user could choose, should ensure a range of ideological and branded providers of data, at least one of which almost any user should trust. Crucially, each depository has to allow customers' records to be surfaced once a search for a former counterparty has been legitimized, by courts or the regulator.

⁹ Catalogues save a seller from specifying details of their offer, or a buyer doing the same for their requirement. The obvious facility is intake of existing product databases so, for example, any user can scan the barcode on a garment to instantly be shown its description ready for confirmation.

¹⁰ Facilities like an "Opportunity Feed" could be described and mandated in the legislation or left to operators' discretion.

¹¹ A crude rule satisfying the need to balance overall data transparency with user privacy might be: "Any search of historical transaction data in which more than 25% of the returns relate to one buyer or seller is to be blocked." This should stop elucidation of one user's activity by forcing wider searches. If triangulation (entering overlapping multiple searches) could be used to deduce a user's activity, that must be blocked.

¹² The strong suggestion regarding datapoints only accessible to operators is "None", operators must publish all information about system activity that they can access except where it pertains to activity by one user (or an identifiable small number of users) or release of said data could demonstrably undermine system security.

¹³ The concession could stipulate platform operators are expected to report certain benchmarks or metrics in a unified way, for example providing a dashboard of "most in-demand and least in-demand skills" for any geographic area. Ensuring standardized, verifiable, reporting creates trust and allows like-for-like comparisons across regions, sectors, or periods of time. But, generally, operators should be mandated to ensure verifiable, anonymized, data streams with external parties then left to interpret and prioritize how data is displayed.

¹⁴ The platform will need tools to take in and apply rules on tax, welfare, and interventions such as subsidies. It could make this information available so, for example, a builder agreeing to build a wall outside the platform can nevertheless use the platform to calculate the tax she should charge.

¹⁵ Government might mandate technology applying, for instance, Keynesian principles; rules can be set to spend on discretionary public works (such as cleaning up a park) when demand for labor falls below defined trigger points in any locality, day of the week, or sector.

¹⁶ This clause could stipulate, for example, any parallel economy within the system must be restricted to localized purchases from individual sellers – not companies. Policymakers' aim might be to ensure a system currency doesn't undermine the jurisdiction's main money supply.

¹⁷ These are system screens designed for anyone wanting to verify the platform is complying with its obligations. The pages could also be used to ensure operators have no preferential access to data generated within the system.

¹⁸ True transparency is technologically challenging. The ideal is that anyone believing the platform is distorting search results, listing options with bias, or otherwise straying from its ideals can (a) read the code operators claim is running the platform (b) match the claimed code to the code in use, perhaps by running test transactions.

¹⁹ This could include operators' recommendations to any body (official or otherwise) on how to further exploit the system. For example: operators could file a twice-yearly report of policy recommendations listing taxes they would like to see minimized, or tapered, to increase platform usage. The key point is there can be no hidden back channel to policymakers, all lobbying by operators is reported on these screens.

²⁰ Whistleblower pages could be publicly visible pages within the system on which only staff working for operators can post. Posts are anonymized but visible to anyone looking at the pages. Operators can post a response to each post, but not remove or edit it. The idea is to allow verified staff to alert users of any breach of system integrity while allowing managers to respond with rebuttal so users can make up their own minds about the accuracy of any assertions.

²¹ Any clause covering rights of app developers in regard to operators will be a hot button issue for the software community. If platform operators are tardy about developing functions that drive transactions within the permitted [Maximum Average Transaction Size](#), they may find App developers doing it and charging users a premium. That need for an external application could complicate transactions and deter usage. So developers of the main system will seek to replicate what has been built. What is the balance between fostering external innovation and maintaining a fully-featured, cohesive, platform? One option: set a formula by which operators are entitled to buy functionality from external developers using the platform as their foundations. The formula could cover costs of development, trajectory of uptake, and potential commercial value for both parties. Final prices to be paid may need setting by a judge. There seems no way round this. But the right formula should (a) encourage outside-the-system inventions (b) penalize operators slow to develop their platform's full potential.

²² A key protection for users here is a stipulation the platform must interface fully into any other platform launched for the jurisdiction also with official backing. This could be an issue if an alternative authority initiated another platform with the same aims for example one launched by the European Union when a member state already has

their own domestic markets platform. By ensuring they could be seamless for users, the two would function as one.

²³ The system will have functions that serve the wider economy outside its focus on creating transactions. For example, it will have a standard contract for creating a business partnership between two users. Should that also be available for extraction by anyone wanting to form such a partnership outside the platform? It would cost operators nothing but diminishes the system's value relative to off-platform options.

²⁴ An obvious pair of stipulations might be: (a) wherever possible, public purchasing will use the platform's ability to atomize requirements, so – for example – government offices stop buying annual cleaning contracts which can only be fulfilled by corporate outsourcers and start buying, perhaps, 50 individual cleaners each day using the platform's tools to ensure reliability and compliance (b) once this is done, any government department can justify not purchasing through the platform if better value is demonstrably available elsewhere. Some government purchasing cannot be atomized, to the point where a market for small transactions could meaningfully provide them, submarine components for example.

²⁵ For example, if a truck driver loses his licence in a court case, how is the platform to be made aware of this so he can be stopped from any further bookings involving driving? Proactive, immediate, alerts through a channel constructed and funded by operators as part of their obligations under this legislation is preferable.

²⁶ A "negative record" is one the user to which it pertains would rather the platform not know about. For example, if an individual wants to list in the babysitter market, can the platform check they do not have a criminal conviction relating to children? Assume the over-arching rule is; the platform can only look up a user's record in an official database with the user's permission. How does it handle a putative babysitter who won't allow a check for negative records? How does the software handle the user's record if it is allowed to look up and finds a conviction? The easiest way round this is to handle only positive certification, for instance the UK's [Disclosure and Barring Service](#) which issues certificates of worthiness to engage in regulated activities based on absence of a criminal record. It means employers – or a platform – does not need to look for criminal records and handle the results of that search.

²⁷ The obvious provision is a user - having proved their identity - must actively grant permission for a look up of their records.

²⁸ To facilitate look-up of a user's record in an official database, any certification they receive from government could include a unique identifier that allows the platform to quickly access the record and verify it against the user claiming the record.

²⁹ Past official IT programs have floundered on departmental resistance to opening their systems. A central government could bestow the right to sue uncompliant public agencies for compensation.

³⁰ A sample rule might be: If counterparties in a transaction disagree on completion, indicated to the system when a buyer blocks transfer of payment from escrow to their seller, the platform will enforce attempts to find an agreeable resolution between the two parties (seller accepting 60% of the agreed price for instance). If this has not succeeded within, perhaps, four weeks the case can be sent to a hub for court-appointed mediators who then input their judgement into the platform.

³¹ Promotion could be nothing more than notifications included in existing communications to target groups, or there could be specific bulletins and awareness-raising events pledged.

³² This could be as simple as offering the platform a .gov URL. Or it could encompass front page placing on official websites.

³³ As example, some jurisdictions may one day issue licences to operate a virtual reality channel of some sort.

³⁴ It is important operators are free of legal challenges about the way the platform presents to users. They must be free to experiment, refine, even make mistakes, as long as they have no other motivation than trying to increase usage or consortium revenue within the terms allowed by the concession. (With this provision, legal action against operators over market structures or displays can succeed only if any aspect of platform design is shown to be motivated by ideology, allegiances outside the operating consortium, or prospects for an executive's personal gain.)

³⁵ From operators' perspective, the ideal stipulation is obviously "Never", they need predictability to plan and budget. However, in unforeseen circumstances a ruling party may change some terms. Language mandating any such changes must retain the spirit of the original legislation, and operators can mount a court challenge on this point, should create a balance. The aim is to deter changes to operators' terms or obligations that are ideologically driven or intended to blunt the system's value to its users.

³⁶ It is strongly suggested operators are freed from the need to respond to approaches by individual users. Engaging in individual correspondence could become costly and prejudicial to neutrality. Franchisees can take public feedback in the platform's own open chat forums, legitimate bodies in any sector can be consulted, with any resulting decisions published. But operators should have no commitment to take up individual issues in closed correspondence.

³⁷ The concession could make clear law enforcement can, in no circumstances, access a user's transaction history. But this might be deemed too purist. A man who has booked an overnight stay may want his whereabouts revealed if there is a family accident but not if he is on a weekend with a mistress. A reasonable compromise would seem to mirror rules for authorities forcibly accessing a private home in most democracies: a warrant must be obtained from a judge and the person affected must be informed the warrant exists. The platform can enforce this.

³⁸ This section aims to keep operators free of any gray area in dealings with government or any body attempting to curtail their neutrality. It compels them to list even the perception of any improper approach on their Platform Accountability pages.

³⁹ Operators will probably want to ensure users never feel they are forced to use the platform which could undermine usage by the majority. So, government should undertake to continue paper voting and other non-platform channels to vital civic functions. (It should be permissible to make collection of public assistance conditional on using the platform. Most governments now insist on some online system being used to collect welfare. The relationship is akin to an employer mandating their staff use a favored IT system.) It is core democratic functions that must not be handled by the system alone.

⁴⁰ This will be key to attracting bidders to the concession, particularly in the initial territories. If it is clear the operators own the software they create and can sell it in other jurisdictions, they will have a stronger business case for investing. That rule needs to be subject to the "orderly handover" clause in section 4 if terms of the concession are breached.

⁴¹ This section could explicitly state "No", operators do not have to fear windfall taxes or other countermeasures if they are able to unlock more economic activity than anticipated.

⁴² When domestic color printers reached new levels of sophistication, governments compelled manufacturers to build in [software](#) making it hard to use them to counterfeit currency notes. Thus, legislation recognized banknotes as exceptionally protected compared to other copyrighted documents. Comparable legislation for an official markets platform could include specific offences around mimicking designs, URLs or devices associated with such a platform. The international element of this likely fraud would make enforcement challenging, but domestic communications channels might be mandated to screen out platform logo's on any other website or app.

⁴³ This ensures, for instance, if the national electricity grid fails, operators along with hospitals and other vital infrastructure are prioritized for supply of what electricity there is.

⁴⁴ In most territories it is not possible to register a trademark involving an emblem or words that suggest government blessing for the owner. This clause would waive that rule for the platform's operators.

⁴⁵ For example, in some countries a crown or national symbol conveys official status. Is it to be granted to operators for incorporation within their imagery for the platform?

⁴⁶ The point here is when tax or welfare rules change, how does the platform find out? Operators may be expected to just follow announcements like other businesses. But this places responsibility for interpreting a rule change on operators. An alternative might involve operators constructing intake screens, only accessible by government officials, that allow input of rules and dates they will be in operation. This provision has the advantage of allowing operators to ensure uniform structure, if variable formulae, for rules.

⁴⁷ There will be already commissioned projects that government will continue funding for example around departmental modernization. These should be listed to help bidders budget the costs of winning the concession.

⁴⁸ There will be outcomes from the platform deemed desirable that aren't reflected in its income from transaction charges. Job creation for example, or savings from government efficiency. These outcomes could be incentivized with additional payments; for example, for everyone who transitions out of the platform into a full-time job. These payments are not advised, they could push operators to focus on out-of-market outcomes to the detriment of market users generally.

⁴⁹ This might be as basic as funding universal broadband (which would add significantly to operator costs and therefore system charges). It would be difficult for operators to fund internet infrastructure that could only be used to access their platform and unfair on operators. The platform would be a low user of internet transmission capacity compared to say, movie streaming.

⁵⁰ There may be a business case for a first one million individual users being given perhaps \$50 by operators to spend on training or device rental so they can access the system more fully. Or operators may have to fund training for anyone with utilization (resources sold as a ratio of resources offered) below a specified threshold. However, these obligations would flout the prohibition against operators taking any position in markets they run or favoring particular users.

⁵¹ When Uber began its dominance of mini-cabbing, commentators pointed out taxi drivers in some cities had paid thousands of dollars for medallions allowing them to operate. As value of those medallions crashed, it was suggested rideshare companies compensate taxi operators for loss of what was the primary economic asset in many cases. An official e-markets platform will likewise, damage some assets relating to a previous era. This section should outline anyone who should be compensated by the operators, perhaps prorated to system activity in the relevant sector.

⁵² This blanket ban may be too stringent. The objective is to stop anyone involved in running, say, the platform's market for antique furniture from benefiting from their knowledge or control of the market's structures, or changes to structure, to buy cheap, sell high, or invest with inside knowledge. But in a mature system, anyone involved in antiques would have no prospect of influencing the market for, say, car parts. So, a fairer rule might stop anyone using a market sector in which they had any degree of oversight only. That could however bar senior management from any trading on the platform.

⁵³ To tap the resources of global corporations likely required, the members of the consortium could be simply suppliers to the consortium. So, for example, Microsoft could provide the software running the platform and receive an equity stake in the consortium. But they cannot have preferential rights in helping platform users interface into Microsoft's products. Nor can they see the platform reflects Microsoft designs or conventions.

⁵⁴ It is strongly suggested this is limited to a fixed percentage mark-up on each transaction within the boundaries of a [Maximum Average Transaction Size](#). Charging for market entry or preferential display, selling data, adding charges at checkout, volume discounts and other routine aspects of current business models will generate skewed markets, or at least the impression that the platform could be operating distorted markets.

⁵⁵ Any exploitation of user's data or access to official facilities in the jurisdiction are obviously off limits. But the consortium should be free to sell its expertise and software to other territories.

⁵⁶ The suggestion here is Yes, a fixed, universal, percentage mark-up on the price charged by a seller is the only formula permitted.

⁵⁷ Counterparties in their transactions would retain a record of who they traded with. But system operators would have no centralized record.

⁵⁸ As with any platform, operators will have a captive market of users. It may be tempting to bombard them with messages or in-transaction displays (for example, "only 5 rooms left at this price"). This will be particularly true at the end of a concession period when operators may see maximizing short-term income as a priority over users' affection for the system. One way to penalize distracting or time-consuming displays would be to levy some sort of charge on operators for the time taken to complete key transactions. The concept is analogous to "road rental" where companies contracted to repair a stretch of highway pay to borrow it from motorists for however long it takes them to do the contracted work.

⁵⁹ Operators may have to minimize their impact on individuals and businesses who chose not to use the platform. A key provision – for example – might be that they must publish plans for upgrading markets sectors three months in advance. That would allow, for example, concert ticket re-sellers to know when the platform was going to launch new features allowing buyers and sellers to trade with more sophistication so decreasing the value of using offline intermediaries.

⁶⁰ This should definitely be a No. Operators need to constantly ensure users trust their platform. That's best enforced by ensuring alternatives could spring up very quickly if they failed.

⁶¹ Examples might include failover sites and their power-up times. All of this should be listed publicly so it can be checked by any user.

⁶² This could obviously be an existing or new authority within the jurisdiction and/or, because government intervention needs to be guarded against as much as operator malfeasance, an international body.

⁶³ If the concession stipulates a name and logo for the platform it will stop outgoing operators taking the platform identity with them, possibly to transfer to another service. It will also make transfer between operators less noticeable for users.

⁶⁴ The Initiating Authority is the body that establishes the concession. Typically, it would be a government. But in [cases such as a transition economy](#) it could be a supra-national body. It needs to spell out to bidders the legal basis on which it is issuing the concession.

⁶⁵ How does a winning consortium know their concession will survive change of government or hostile takeover of the jurisdiction? Specifying a (willing) international body to whom concession enforcement would pass in case of collapse of democratic rule would be one possibility here.

⁶⁶ If policymakers are determined to avoid any taxpayer funds being spent on setting up the platform, they could mandate a charge for bidding consortia, or recoup the costs of the concession's preparation from a winning group of companies.

⁶⁷ A jurisdiction may specify only corporates based within its – or allies' – boundaries are eligible to bid. It's a play off between maximizing the regional advantage generated and getting the widest competition for the concession.

⁶⁸ Any consortium bidding for the concession will need to cost the obligations they would be taking on, for example making government databases interoperable with their proposed platform. Allowing rival teams of experts to probe these systems – for example – will facilitate informed bids.

⁶⁹ The aim of the concession is obviously to create the most stable, capable, consortium and ensure they deliver the best value service throughout the jurisdiction's economy. Bidders could be invited to set benchmarks for usage or turnover but both would be inherent in the percentage mark-up they need to charge within a [Maximum Average Transaction Size](#). Qualifying bidders might specify what they would charge if successful, the lowest wins the concession.

⁷⁰ A panel of experts who publish the bids and their deliberations seem obvious. But there could be an element of public voting between rival bidders, perhaps during a one-off broadcast? This would drive excitement and legitimacy of the process, but could add considerable costs to bidders who would almost certainly seek to out-advertise each other.

⁷¹ An obvious demand is that a constantly updated copy of the system code and data be held in escrow on secure servers inaccessible to operators or government. In case of re-award of the concession, government could obtain judicial permission to hand control of this back-up facility to a new awardee.