Identity Rights Agreements and Provider Reputation

Kaliya Hamlin aka Identity Woman, Identity Commons
Phillip J. Windley, Technometria, Brigham Young University
Citizen

INCREASING Number of accounts Anywhere from 10 - 250

Local Local Community
Big Bank
Local Business
Large Nonprofit
Protocols for negotiation and exchange of digital identities
SAML, Shibboleth, Yadis, Liberty, OpenID, LID, XRI, WS*, Sxip
Social Agreement
Create Standards for use of PII by relying parties drawing on the success of the CC model.
CREATIVE COMMONS WANTS TO HELP DEFINE THE SPECTRUM OF POSSIBILITIES BETWEEN FULL COPYRIGHT -- ALL RIGHTS RESERVED -- AND THE PUBLIC DOMAIN -- NO RIGHTS RESERVED. OUR LICENSES HELP YOU RETAIN YOUR COPYRIGHT WHILE ALLOWING CERTAIN USES OF YOUR WORK. THEY HELP YOU OFFER YOUR CREATIVE WORK WITH SOME RIGHTS RESERVED.

WHEN YOU CREATE A WORK, IT'S AUTOMATICALLY PROTECTED BY FULL COPYRIGHT -- WHETHER YOU FILE FOR PROTECTION OR NOT; WHETHER YOU DISPLAY THE COPYRIGHT NOTICE OR NOT. THIS IS TRUE FOR PEOPLE WHO WANT... 

ANITA GOT A LICENSE EXPRESSED IN THREE WAYS: 1) COMMONS DEED, 2) LEGAL CODE, 3) DIGITAL CODE.

Cool! I can understand the Commons Deed, lawyers can understand the legal code, and computers can identify my work by reading the digital code!

ANITA PUT THE DIGITAL CODE INTO THE HTML OF HER SITE. THE DIGITAL CODE DISPLAYS THE LICENSE BUTTON, WHICH ON HER SITE... 

THERE ARE FOUR CONDITIONS YOU CAN APPLY WITH A CREATIVE COMMONS LICENSE. THE FIRST IS AN ATTRIBUTION REQUIREMENT. LET'S SAY THAT I'M A BUDDING PHOTOGRAPHER AND WANT TO GET MY NAME AND WORK OUT ON THE WEB. THE ATTRIBUTION OPTION LETS PEOPLE FREELY REDISTRIBUTE MY PHOTOS AS LONG AS THEY GIVE ME CREDIT.

SO WHEN IGNACIO COMES ACROSS MY SITE, HE KNOWS HE CAN USE MY PHOTO PROVIDED THAT HE GIVES ME CREDIT. THERE'S NO NEED FOR HIM TO CONTACT ME BEFORE REPUBLISHING IT, SO LONG AS HE CLEARLY LISTS MY NAME AND LINKS TO MY ATTRIBUTION LICENSE.

ease of use trusted brand limited defined set of choices wide spread adoption (millions of licensed objects)
users in charge

creating passionate users

belonging to a ‘movement’
cc is Federal Copyright law

IRAs will be based almost entirely state contract law.
Identity Rights Agreements
Range of Choice

* Post publicly (broadcast)

* Share with anyone, but not broadcast

* Share with partners with which you have a legal agreement to honor this agreement

* Keep to self

* Stored encrypted

* Use for this purpose and destroy
Granularity:

Different level for SSN v. Website address.

Meta Data - identifies which elements protected by which preference applied in a variety ways in different contexts.

The Paradox of Choice: How can we support people making good choices that don’t over whelm them
Often people's preferences are ill-formed, and their choices will inevitably be influenced by default rules, framing effects, and starting points.

Equipped with an understanding of behavioral findings of bounded rationality and bounded self-control, we should attempt to steer people's choices in welfare-promoting directions without eliminating freedom of choice.

(Libertarian Paternalism)
Value

Sites of various kinds can quickly and easily offer a range of new "privacy options" to their users / low-cost method to offer "enhanced" privacy to their users.

Readily recognizable logos that are licensed based solely through a link back to the IC website is some proscribed manner.

End-users will be able to quickly recognize a range of privacy options (via visual symbols) that they might not otherwise take the time and effort to learn about.

Possibility to negotiate preferred agreement type between users and sites

As with CC, the sites that choose to adopt this service would then be left to their own devices to figure out how they would limit their increased liability (IC would not participate in any assurance services). Consumers who choose a provider offering these services would likewise be left to determine how to proceed should they wish to pursue the "vendor" for an alleged breach.
Contract law is as a foundation

However you if you had to go to court every time there was a violation of these agreements it would be a challenge.

The legal system functions cause people do the right thing most of the time extra legal ways to regulate.

Peer Production of Governance

There needs to be to enforce norms without bringing the law into it.
Service Provider Reputation

providers of identity data    i-brokers, homesites, identity providers
consumers of identity data   relying parties, web services
attribute assertions         reputation providers

User-Centric Identity is an emerging model

Businesses developing in this area are seeking the development of norms and best practices in this space so trust can emerge.
Rights Agreements and Service Providers

Broadcast Publicly → Use and Destroy

Service Provider Reputation Level

Strongest
User Centric Identity Community:

IdentityGang.org

Mailing list - I can add folks if you are interested

Identity Commons 2 and Identity Rights Agreements

wiki.idcommons.net/moin.cgi/IdentityCommonsTwo

identityrights.org

Mailing list - http://mail.idcommons.net/cgi-bin/mailman/listinfo/ic2

May 1-3 in Mountainview

http://www.windley.com/events/iiw2006a/announcement.shtml

or my blog identitywoman.net