Deployable Principles Collaborative Trust Framework for Education in the Digital Age

(Public) Education & Private-Public Collaborative EdTech Trust & Trustworthiness, as Enablers

Key Values By Design Deployable Principles:

These Deployable Principles as set forth in this document, are:

A. Arising out of the seven key values of the (Public) EdTech Collaborative Trust Framework set forth in *Figure 1* ('*Key Values'*):

Collaborative Trust Framework Seven Key Values

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Figure 1

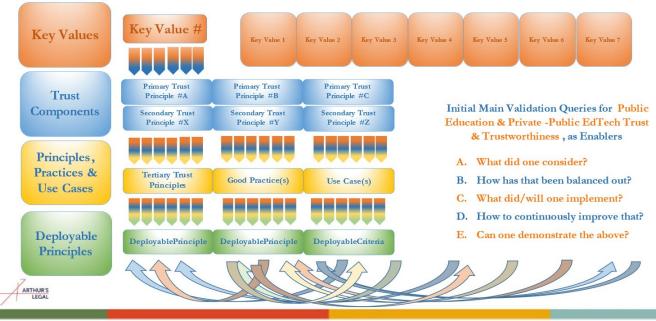
- B. Aiming to deploy these various Key Values, related trust components (including its primary principles and secondary principles, tertiary principles, good practices and their interdependences as set forth in *Figure 2* (as set forth in page 2), and;
- C. Intended to guide the various (public) education stakeholders as mentioned in Charter (*`Stakeholders'*) to endorse, implement, self-assess, audit, include in governance and contractual arrangements, and hold themselves, and one another, responsible and accountable.

These Deployable Principles can be endorsed, implemented, and included in contractual arrangements by Stakeholders (from any side of the market) and serve as self-assessment, auditing, and accountability mechanisms.

The rolling release version of these Deployable Principles is v2023. Deployable Principles are intended to guide each Stakeholder to endorse, implement, self-assess, audit, include in contractual arrangements, and hold itself and each other accountable.

Collaborative Trust Framework Structure & Flows

(Public) Education & Private-Public EdTech Trust & Trustworthiness, as Enablers





33 Deployable Principles:

This v2023 release consists of thirty three (33) Deployable Principles ('DP'): DP.01 through DP33.

Deployable Principle ID	Brief Description / Use Case	Key Values	Deployable Principle
DP.01	No Harmful Terms No terms, codes, policies, documents or other parts of any contractual arrangements should be harmful to learners, teachers and other users.	1.A, 1.B, 1.E & 1.F	Terms can only be applicable when those are beneficial, and neither harmful nor (otherwise) materially detrimental to learners, teachers, other users, and society at large.
DP.02	No 'Take It of Leave It' Arrangements Any 'take it or leave it' arrangements set by providers should be avoided.	1.A, 1.B, 1.E & 1.F	Any take it or leave it arrangements set by providers are not acceptable.
DP.03	No Unilateral Change No unilateral change of any terms, codes, policies or other documents that are part of a negotiated out arrangements should be allowed.	1.A, 1.B, 1.E & 1.F	No unilateral change of strategic, tactical, operational, service or (other) legal terms. □ Design Phases √ Pre-Procurement Phases √ Negotiation Phases √ Implementation Phases √ Operation Phases √ Accountability Events

DP.04	Avoidance of Second-Tier Terms Where modular approach may be required when offering, implementing, deploying or updating Edtech services of any kind, second- tier terms which may be directly applicable between the provider and the user should be avoided. Any such second-tier terms should be part of the main agreement, and with that not second-tier terms anymore.	1.A, 1.B, 1.E & 1.F	Second-tier terms, which may be directly applicable between the provider and the user, should be avoided, and should therefore neither be part of an offering nor part of any negotiated out contractual arrangement between the leading customer and provider.
DP.05	Negotiated Second-Tier Terms Only If and where second-tier terms are unavoidable, these require negotiations and thereafter full agreement in order to be deployed and shown to the learner, teacher or other use in a manner that needs to be agreed with the leading customer and that those terms can be trusted, can be accepted by such user, and the educational institution is co- accountable for those.	1.A, 1.B, 1.E & 1.F	Any second-tier terms, and any use thereof need to clearly show those terms have been diligently negotiated out by the relevant parties, take into account the public values as well as the interests of the particular user groups the user is part of. All this, in a transparent, explanatory and easy to understand manner. A trust label can be considered to make it easily recognisable for a user that the second-tiers terms can be trusted. $\frac{\sqrt{2} \text{ Design Phases}}{\sqrt{2} \text{ Pre-Procurement Phases}} = \frac{\sqrt{2} \text{ Operation Phases}}{\sqrt{2} \text{ Operation Phases}} = \frac{\sqrt{2} \text{ Operation Phases}}{\sqrt{2} \text{ Accountability Events}}$
DP.06	Freedom of Education, Usefulness by Design & Self-Assessments In order to support and facilitate freedom of education and usefulness by design, stakeholders should frequently self-assess the impact users and implication of technology on educational designs.	1.A, 2.A, 4.E, 5.A, & 5.B	Both parties will periodically self-assess the state of play of (current, potential and future) freedom of education, and usefulness and related impact and implications, and from time to time discuss those in a collaborative manner.
DP.07	Ed-Tech, Not Ad-Tech Neither Edtech providers should not engage in secondary or tertiary business models, such as advertisement technology and related data models, value models and (other) business models (Ad-Tech).	1.C, 2.A, 2.D & 3.C	No Ad-Tech and related or other secondary or tertiary data models, value models or (other) business models. V Design Phases V Pre-Procurement Phases V Negotiation Phases V Operation Phases V Accountability Events

DP.08	Responsibility to Innovate Innovation should be continuous and proactively organised by both Edtech provider and customer. Parties should allow for freedom for all stakeholders to be innovative and further develop. This also includes avoiding provider lock-ins, exclusivity and barriers to enter.	2.C, 4.B, 5.D & 5.E	 Principle-based, for in a Preamble, with a reference and some dialogue-based arrangements in a collaborative steering group governance exhibit to a collaborative framework agreement (CFA): Innovation should be continuous and proactively organised by the Edtech provider. Parties should allow for freedom for all stakeholders to be innovative and further develop. Principle-based with certain rule-based baselines in the CFA, also in sync with current and upcoming DD2030 regulations. This also includes avoiding provider lock-ins, exclusivity and barriers to enter.
DP.09	Accessibility by Design	1.A, 1.D, 2.A, 4.A	Principle-based in CFA with certain rule-based baselines in the CFA.
	Provide better access to people with disabilities. Deployed assistive technologies and end-user interface should be designed in accordance with service type. A good-practice example is the WCAG 2.0 guidelines.	& 4.C	√ Design Phases √ Pre-Procurement Phase √ Negotiation Phases √ Implementation Phases √ Operation Phases √ Accountability Events
DP.10	Fairness in Quality & Price	1.C, 1.E, 1.F, 4.C	Principle-based with certain rule-based baselines in the CFA.
	Stakeholders should focus on quality, and agree on a fair and reasonable price for quality products. A party in a less financially favourable situation should not be unfairly pressured.	& 6.A	√Design Phases√Pre-Procurement Phase√Negotiation Phases√Implementation Phases√Operation Phases√Accountability Events
DP.11	Freedom to Operate	1.F, 2, 3.E &	Principle-based with certain rule-based baselines in the CFA, also in sync with current
	It is not about IP/IPR ownership, but about whether or not each of the relevant stakeholders has freedom to operate within their domains, and jointly flourish.	6.C	and upcoming DD2030 regulations. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Implementation Phases V Operation Phases V Accountability Events
DP.12	No IP/IPR on Ideas & Concepts Where coded functionalities may be (not necessarily are) copyrightable, leading to	1.F., 2, 3.E, 4 & 6.C	Principle-based with certain rule-based baselines in the CFA, also in sync with current and upcoming DD2030 regulations.
	certain IP/IPR ownership, ideas and (related) concepts can not be monopolised via IP/IPR.		√Design Phases√Pre-Procurement Phase√Negotiation Phases✓Implementation PhasesOperation Phases√Accountability Events
DP.13	No Contractual Exclusivity By Default	1.F., 3.E & 6.C	Principle-based with certain rule-based baselines in the CFA.
	Stakeholders should on agree on a fair and reasonable price for quality products, also to avoid unbalanced investments from any side and the need/wish to compensate such imbalance with certain exclusivity arrangements.		√Design Phases√Pre-Procurement Phase√Negotiation PhasesImplementation PhasesOperation Phases√Accountability Events

DP.14	Data Life Cycle Thinking, and Doing Data and data flows are dynamic. It requires life cycle thinking. Continuous appropriate action is needed to ensure interests of stakeholders are appropriately safeguarded. For instance, appropriate data deletion, accordance to NIST800-88: Rev1 guidelines.	3.A, 3.B, 3.D, 4.A & 6.E	Principle-based with certain rule-based baselines in the CFA, also in sync with current and upcoming DD2030 regulations. v Design Phases v Pre-Procurement Phases v Negotiation Phases v Implementation Phases v Operation Phases v Accountability Events
DP.15	Ability to count to 10, multiple times Having patience and the ability to consider each others values, interests and positions. Counting to 10 allows one to take a step back and approach situations holistically. Responsibility to arrive at acceptance respectfully (agree to disagree)	4.A, 4.E, 5.D & 5.E	Principle-based, for in a Preamble, with a reference and some dialogue-based arrangements in a collaborative steering group governance exhibit to a CFA. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Implementation Phases V Operation Phases V Accountability Events
DP.16	Principle of No Surprises Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after.	1.F, 2.B & 4.C	Principle-based, for in a Preamble, with a reference and some dialogue-based arrangements in a collaborative steering group governance exhibit to a CFA. v Design Phases v Pre-Procurement Phases v Negotiation Phases v Implementation Phases v Operation Phases v Accountability Events
DP.17	Principle of No Surprises, Price Increase Edition Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after. Use Case: after the contracting period ended, the necessary tender procedure had to be postponed and an unexpected prolongation of the contract of the current provider was necessary. The provider decided to increase the price with 50% knowing that the institution had no other options than to accept. Not prolonging the contract would have resulted in an unacceptable disruption and on the educational process.	7.E, 1.F, 2.B, 4.C	For certain situations (such as obligatory tendering proceedings) the provider and customer arrange – in advance – for the right of customer to extent the then still existing agreement for a reasonable period of time, at the same conditions (including without limitation: price) as the existing agreement.
DP.18	Principle of No Surprises, Exit Strategy Menu Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after. Use case: After the contract ended an archiving contract was necessary. The EdTech provider provided a very reasonably priced contract based on the expected minimal use.	7.E, 1.F, 2.B, 4.C	For fair exit strategy purposes the provider and customer arrange – in advance – for the right of customer to order (and pay for) certain exit strategy services, such as the archiving of [*]. <u>v</u> Design Phases <u>v</u> Pre-Procurement Phase <u>v</u> Negotiation Phases <u>v</u> Implementation Phases <u>v</u> Accountability Events

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DP.19	 Principle of No Surprises, Unilateral Price Increase Edition (Use Case 1) Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after. But what if an EdTech provider unilaterally increases its price? Use Case: during the contract period a EdTech provider increased the price for extra storage where the institution felt if very much should have fallen into the fair use policy. The way the EdTech provider technically deals with storage contributes to the high storage costs and the impossibility to decide to store elsewhere or differently. 	7.E, 1.F, 2.B, 4.C	The provider should provide clear oversight and insight in the way it calculates monthly or other fees (how, what, why and when, amongst others), so it is sufficiently transparent and comprehensible for customer to make clear informed decisions. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Operation Phases V Accountability Events
DP.20	 Principle of No Surprises, Unilateral Price Increase Edition (Use Case 2) Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after. But what if an EdTech provider unilaterally increases its price? Use Case During the contract period where the official learner/student enrolment numbers unexpectedly increased. The EdTech provider was in their full right to increase the price but decided no to, to enable the institution to free up budget for the subsequent years. 	7.E, 1.F, 2.B, 4.C	In case of unexpected increase of use of the service, the provider will allow the customer to proceed these increase while arranging for budget and related funding as soon as reasonably possible. Customer will keep provider proactively up to date on the budgeting and funding possibilities and related developments.
DP.21	Principle of No Surprises, Release Notes Edition Nobody likes unpleasant surprises, in any partnership or other relationship. Managing clear expectations by each of the stakeholders, throughout the entire lifecycle of the relationship; before, during, after. But, where can one read, assess – and accept – possible changes, in functionality and terms? Bad case: Unannounced changes, incomprehensible release notes, no support and/or additional information available. No change calendar or other planning possible for customer Good case: EdTech provider provides release notes every month and releases these changes on the test environment, is available for questions and/or additional information and provides updated support material or enables the institution's own support team to adjust their own tailor made support material.	7.E, 1.F, 2.B, 4.C	The obligation for an appropriate Document User Interface (DocUI) being a combination of elements such as findability and continuous accessibility of the legal documents, the avoidance of unilateral change, function creep and unexpected additional fees, clear and timely release notes (on functionalities and other near future changes, the (potential) impact to data architectures and auxiliary data, data flows and the like) and other notifications, transparency and readability, verifying customer support channels and the like.

DP.22	Freedom to Delay or Reject Upgrades The ability to reject new functionalities, or delay the implementation thereof, at the discretion of the customer without detrimental effect.	7.E, 1.F, 2.B, 4.C	Customer has the right to reject new functionalities or delay the implementation thereof, at its own reasonable discretion and without detrimental effect to customer. Customer will inform provider on its choice and the reasons of its choice as soon as possible.
DP.23	Avoid Dependability; Future-proof Agility	1, 7, 2, 3, 4	Modularity & Segmentation by design
	Too much dependability on one vendor should be avoided at all times, by design and after. Centric and Osiris use cases		Clear mutual understand on what the customers appreciates, what not, why, and what the consequences are for these. Data life cycle arrangements $\frac{\sqrt{ Design Phases}}{\sqrt{ Pre-Procurement Phases}} \frac{\sqrt{ Pre-Procurement Phases}}{\sqrt{ Megotiation Phases}} \frac{\sqrt{ Implementation Phases}}{\sqrt{ Operation Phases}} \frac{\sqrt{ Operation Phases}}{\sqrt{ Accountability Events}}$
DP.24	Who's & What Crypto? IaaS/PaaS-provider's generic crypto is no crypto. A landlord that can open any tenant's environment means such environment is not quite secure.	2, 3, 4	Customer should be provided with crypto capabilities to secure its digital ecosystem, data and the like, which crypto capabilities should not be the generic ones provided by the IaaS/PaaS-provider.
DP.25	Continual Compliance is dead. Continuous Appropriate Dynamic Accountability is key, especially in GDPR, and other regulations related to this Digital Age No tick-the-box compliance. Accountability by Design; before, during and after deployments. Qualitative Private-Enhanced Methodologies & Technologies as a service. Articles 25 and 32 GDPR.	2	Principle-based with certain rule-based baselines in the CFA.
DP.26	Valued & Trusted Data Sharing	2	Principle-based with certain rule-based baselines in the CFA.
	No more excuses Value modelling Data classification Personal & non-personal data Legal grounds Open Data, 89 GDPR, Altruism/DGA		√Design Phases√Pre-Procurement Phase√Negotiation Phases√Implementation Phases√Operation Phases√Accountability Events
DP.27	Security By Design Security, safety, privacy, data protection, resilience & failure by design; before, during and after deployments, updates & upgrades.	2	Principle-based with certain rule-based baselines in the CFA.

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			√Operation Phases√Accountability Events
DP.28	End to End Lifecycle Security By Design Security, safety, privacy, data protection, resilience & failure by design do not start and end within one's own organisation. In this Digital Age, which further evolves into ever- complex, ever-interconnected compositions of emerging data-driven technologies and (eco)systems, an end-to-end approach to these trust components is essential; before, during and after.	2	Principle-based with certain rule-based baselines in the CFA. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Implementation Phases V Operation Phases V Accountability Events
DP.29	Famous Last Words of a Director I do not know; my IT department takes care of cybersecurity/privacy/data management.	2, 3, 4	Principle-based with certain rule-based baselines in the CFA.
DP.30	If One is Not at the Table, One Will Be on the Menu Active participation regarding ontology, taxonomy, standards, good practices, and market uptake	1, 4, 5, 7	Principle-based with certain rule-based baselines in the CFA. V Design Phases V Pre-Procurement Phases V Negotiation Phases Implementation Phases Operation Phases V Accountability Events
DP.31	Manoeuvring Through The Valley of Death Starting and furthering new, innovative (a) value models, (b) business models, (c) use cases and (d) deployments and related services do not only require comfort, confidence and courage; these also deserve and require backing, both morally, financially and commitment-wise, from all related stakeholders.	1, 6, 7	Principle-based with certain rule-based baselines in the CFA. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Operation Phases V Accountability Events
DP.32	Iterative Approach Adding continuous relevance to the implementation of each of the Key Values, continuity and underlying ethical and contractual arrangements is about making, implementing and documenting modest, modular, doable yet scalable iterations.	4, 5, 6 & 7	Principle-based with certain rule-based baselines in the CFA. V Design Phases V Pre-Procurement Phases V Negotiation Phases V Operation Phases V Accountability Events
DP.33	No Winner Takes All Preserve transparency, inclusiveness and openness and ability to innovate and continuously improve and pivot.	4, 6 & 7	Principle-based with certain rule-based baselines in the CFA. V Design Phases V Pre-Procurement Phase V Negotiation Phases V Implementation Phases V Operation Phases V Accountability Events