

A STANDARD FOR AUTOMATED DECISIONS

A BILL OF RUNTIME RIGHTS

Ten articles governing the authority behind machine-initiated actions. Not what a machine may be capable of. Who said it could.

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THE PRINCIPLES ARE NOT NEW.

Each article restates a familiar protection or principle for a situation older language did not anticipate: an action that arrives with no actor attached to it.

When a person does something to you, you can ask who they are, why they did it, who sent them, and what it will take to undo it. You hold every one of those when a person acts on you. You lose nearly all of them the moment a machine acts on you instead.

Note what is absent below. No restriction on what a system may be capable of, no cap on speed, no license required to build, no technology named as forbidden. Not one line slows a machine down. Every article governs the authority behind the action, which is a human question and always was.

THE TEN ARTICLES

ARTICLE I. THE AUTHORIZING PARTY

Every consequential action taken by a machine has a party who authorized it, named before the action, not assembled after it. Where actions combine into a consequential whole, that whole has one too.

Somebody said yes. The purpose of this article is to make that somebody findable at the moment of the action rather than reconstructed weeks later under pressure from a lawyer. The test is simple and it is a timing test: did the name exist before, or was it produced after the complaint? Attribution assembled after the fact is not authorization, it is blame allocation, and the two get confused constantly. A system that cannot name its authorizing party at the moment it acts is not a system with a paperwork gap. It is a system that was never authorized.

The second sentence closes a gap the first one leaves open. Harm at scale rarely arrives as a single bad decision. It arrives as ten thousand ordinary ones, each defensible on its own, which together amount to something nobody authorized and nobody would have. Every individual action passing its own check is not evidence that the pattern passed anything. If the aggregate is consequential, the aggregate needs a name attached to it, and somebody has to have looked at the whole before it became the whole.

ARTICLE II. A REASON AT THE SPEED OF THE DECISION

A decision made in a second carries a reason available in a second. The fact that a decision was made is owed before the reason is. Notice is not given merely by transmission. It must remain perceptible and retrievable to the person affected despite the volume in which it appears.

This is deliberately a lower bar than full explanation of how a model reached its conclusion, and a much firmer one. What is owed is the operative reason, in language a person can read, at the time the thing happens. Not a disclosure process with a ninety day clock. Not a portal. A reason delivered after

the consequence has landed is a history, not a reason, and it arrives too late to be used for the only purpose reasons serve, which is deciding whether to fight.

The second sentence exists because the first assumes something it should not, which is that you noticed. A denied loan announces itself. Being scored, ranked, deprioritized, filtered out of a pool, or quietly routed to slower service announces nothing at all. Nothing lands. There is no moment at which a reason would be delivered, because as far as you know nothing happened. Every right that follows in this document depends on knowing there is something to exercise it against. A standing you do not know you have is not standing.

The second sentence solved one problem and created the next. At machine scale, notice for everything is notice for nothing. A person told about each of the decisions made about them in a day has been told about none of them. So transmission is not the standard. Notice has to remain perceptible and retrievable to the person affected at any volume, and the person affected means the person, not a datastore. A notice that is technically retrievable somewhere the person cannot reasonably use has not been given. And the party that made the decision cannot hold sole authority over what counts as perceptible or retrievable, because a system that decides, and then sets the terms on which its own notice is judged sufficient, sends the right down the same quiet path it was written to close. How those properties are delivered belongs to the people who build these systems. Who does not get to define them alone belongs here.

ARTICLE III. REVERSAL PROPORTIONAL TO SPEED

Where an action can be reversed, a system that can act in a millisecond can undo in a minute. Where it cannot, the control must sit before irreversibility. The speed of execution sets the standard for the speed of remedy.

Due process has always been a clock. The old gates had delay built into their physical nature: papers moved, offices closed, someone had to sign. That delay was not the point, but it was a window, and people used it. Automation removed the delay from the action and left it sitting in the appeal, which is precisely backwards. If the system can take your money instantly, the burden falls on the system to return it at comparable speed. Institutions asking for months to reverse what they did in a moment are describing their own architecture, not a law of nature.

Some actions cannot be undone. A disclosure, a publication, a transfer that has cleared, an actuator that has moved. For those, reversal is not the remedy and the article does not pretend it is. The control moves to the only place it can still act, before the action, which is where Article VIII already puts it. What remains after an irreversible action is remedy, and the speed of that remedy must be proportionate to the speed at which the consequence was imposed.

ARTICLE IV. NON-INHERITANCE OF CONSENT

Permission does not travel by inference. Consent given to one party for one purpose passes to another actor only if that actor was identified by name when consent was given, and to another purpose only if that purpose was specifically identified when consent was given.

Machines now commission other machines, which commission others. You agreed to one thing, with one party, for one reason. Four steps down that chain your permission is being cited by something you have never heard of, for a purpose you were never told about. Delegation is not a copying device for consent. This article also closes the older leak: an access grant written for one employee in one job does not silently become a grant for ten thousand automated agents because nobody ever revoked it. Permissions expire by default or they are not permissions, they are inheritance.

ARTICLE V. A HUMAN ON REQUEST, NOT ON APPEAL

The right to reach a person exists at the moment of the decision, not after the machine has been exhausted.

Nearly every automated system now treats the human being as a prize for persistence. Push through enough menus, wait long enough, escalate often enough, and eventually a person appears. Persistence is not evenly distributed. The people most damaged by an automated decision are usually the people with the least capacity to spend six weeks fighting it. The woman on the third round of treatment. The father working two jobs. The daughter on hold at two in the morning with a sleeping parent in the next room, who has already been transferred four times and who will hang up, because she has to be up at six, and the machine will record that as resolved. Placing the human at the end of the process is a design decision that quietly sorts by stamina. Move the human to the front and it stops sorting.

ARTICLE VI. THE RECORD

Every consequential machine action leaves a record that cannot be silently altered, and the person affected can read it. The operator does not hold the sole authority to decide whether that record must be produced.

Both halves carry weight. A record that can be quietly edited after an incident is worse than no record, because it manufactures confidence. And a record that only the operator and its auditors may read is not a record, it is a defense file. The person on the receiving end of the action is the one party with an absolute interest in its accuracy, and is usually the only party excluded from seeing it. Tamper evident, and legible to the person it was done to. Anything less is bookkeeping.

An accounting is not a summary. It is the record itself, in a form that someone outside the institution can examine, produced when someone entitled to require it does so. Equity settled the shape long ago: the party that kept the record does not decide whether the record is worth showing. Article I made the pattern the unit of authorization. This is what makes the pattern reviewable, because a pattern is visible only in the record that holds it, and only when that record can actually be obtained. Who can compel production falls outside this document and outside the architecture. The authority to compel production is not an architectural component and cannot be manufactured by one. It is constituted elsewhere, on its own authority. The architecture's obligation is narrower, and it is absolute: keep a record capable of timely production in a usable and reviewable form, and produce it when required by an authority entitled to compel it.

ARTICLE VII. DORMANT BY DEFAULT

Identity and capability stay off until an authorized event turns them on, and turn themselves off when that event ends.

The quiet catastrophe of the last decade was not malice. It was persistence: things left on. Credentials, sessions, access, connections, and capabilities that were needed once and never withdrawn, sitting live for years because no process exists whose job is turning things off. The alternative to always on is not secrecy. It is a scope and a clock. Nothing should be live merely because it was once useful, and nothing should stay live merely because switching it off would require someone to notice.

ARTICLE VIII. FAIL CLOSED

In the absence of established authority, the answer is no.

This is the elevator's pawls written as law, and it is the whole book compressed into one line. Every other article here can be argued over, phased in, scoped, and negotiated. This one is a single bit, and it is currently set wrong almost everywhere. Today, when a system cannot establish whether an action is permitted, it proceeds, because proceeding is what it was measured on and hesitation looks like failure on a dashboard. Reverse the bit. The cost of a wrong no is usually a delay and an annoyed user. The cost of a wrong yes is the rest of this book.

Usually, and the exception belongs here rather than in a footnote, because the sharpest critics of this article will arrive from medicine and emergency response, and on the narrow point they will be right. There are settings where a wrong no also injures and kills: the dispatch queue, the crash cart, the operator with ninety seconds to act. Fail closed does not mean those systems freeze while permission is located. It means something narrower and much harder to evade: in the absence of established authority, a system may not invent its own permission and proceed silently. Emergency authority is still authority. The paramedic who breaks your window is exercising a power that was named, bounded, trained for, and recorded long before the accident, and that is the design being asked for, not the exception to it. Emergency paths, continuity paths, and preauthorized overrides can and should exist. They are granted in advance by a party with a name, scoped to the condition that activates them, and they leave a record that can be examined afterward. What this article forbids is not acting under pressure. It is manufacturing permission out of momentum and calling the silence consent.

ARTICLE IX. STANDING TO CONTEST

A person affected by an automated action is a party to it, with the right to contest it before someone with authority to overturn or remedy it.

Courts require a defendant. Complaint systems require a category. Between those two facts sits an enormous and growing population of people who were processed by something, harmed by it, and are not recognized as participants in it. They can file feedback. Feedback is not a contest. The difference between a complaint and a contest is whether the person on the other side of it can

overturn the decision, and that is the difference between a customer service function and a right. A forum that can log your objection but cannot reverse the decision is not a forum. It is a comment box with better branding.

ARTICLE X. DISCLOSURE OF THE PRINCIPAL

Anyone dealing with a machine acting for someone else may know on whose behalf it acts.

The agent in front of you is fluent, tireless, unfailingly pleasant, and working for somebody who is not you. Old law understood this hazard long before software: an agent who conceals the party they represent is running an undisclosed agency, and the law has never liked it. The negotiating system, the pricing system, the scheduling system, and the system that just called your mother all serve an interest. Naming that interest costs nothing and changes how a reasonable person responds. Concealing it is the entire value of concealing it.

DEFINITIONS

Consequential. An action is consequential where it affects a person's money, access, standing, liberty, health, employment, reputation, or legal position, or where it forecloses an option that was open to them.

Where it is disputed, the question is answered from the position of the person affected rather than the party acting, and an action is presumed consequential until shown otherwise.

The party operating the system does not decide this on its own behalf. A standard whose trigger is set by the party it constrains is not a standard.

Trust law reached the same rule for the trustee, and the standard borrows the rule, not the relationship. The fiduciary never gets to grade the materiality of his own silence.

Standing, in Article IX, means the right of a person affected to contest an action before someone with authority to overturn or remedy it. It does not purport to establish judicial standing to sue.

HOW TO MOVE IT

THREE FORMS, SMALLEST TO LARGEST

Standards become real when somebody adopts one, and adoption almost never begins in a legislature. It begins with a board that puts a question to a vendor, a purchasing officer who adds a clause, a council member who reads a paragraph into a record.

FOR ANY BOARD OR COMMITTEE

THE FIVE QUESTIONS

Put these to any vendor of any automated system, today, with no policy change and no budget.

1. What action can this take without a human, and what happens when it takes that action ten thousand times?
2. Who is the named party who authorized that, what established that authority, and who authorized the pattern it adds up to?
3. How does the person affected learn a decision was made, how do they find it among the rest, what reason do they receive, and how fast?
4. Can it be reversed, and if so how long does that take compared with how long the action took? If it cannot, what control applies before it becomes irreversible?
5. Who may contest it, where do they go, and who can require the record?

A vendor who cannot answer all five has told you something. The answers belong in the minutes.

FOR PURCHASING

THE PROCUREMENT CLAUSE

The fastest lever available. It needs no legislation, and every institution already owns the machinery. It is a model for adaptation, it travels with its definitions, and it is dated. Adapt it to your counsel's judgment, and address each matter under Adopting the model in the agreement itself before you sign.

MODEL PROCUREMENT LANGUAGE. RUNTIME RIGHTS, VERSION 1.3, DATED 2026-09-19.

Definitions incorporated into this clause. Consequential. An action is consequential where it affects a person's money, access, standing, liberty, health, employment, reputation, or legal position, or where it forecloses an option that was open to them. Where it is disputed, the question is answered from the position of the person affected rather than the party acting, and an action is presumed consequential until shown otherwise. The party operating the system does not decide this on its own behalf. For purposes of this clause, a person affected is a person in relation to whom the action is consequential under the definition incorporated into this agreement.

The vendor shall identify, for each automated action, the party that authorized it; shall notify the person affected that an action was taken and provide a reason, each in the same interval in which the action occurred; shall, where an action can be reversed, provide a reversal path proportional to the speed of the action; shall maintain a record that cannot be silently altered and is sufficient to reconstruct the action, the operative reason for it, and either the authority established for it, including the basis on which that authority was established, or the absence of established authority; and shall make that record available to the person affected and produce it when required by an authority entitled to compel it. Where multiple actions combine into a consequential aggregate, the vendor shall identify the party that authorized the aggregate. Notice shall remain perceptible and retrievable to the person affected despite the volume in which it appears, and the vendor shall not have sole authority to define or alter the criteria governing those properties. Every person affected by a consequential action taken by a system furnished under this agreement is an intended beneficiary of the following obligations of the vendor and may enforce them directly against the vendor: to notify that person that the action was taken and provide a reason, each in the same interval in which the action occurred; to keep that notice perceptible and retrievable to that person; to maintain a record that cannot be silently altered and is sufficient to reconstruct the action, the operative reason for it, and either the authority established for it, including the basis on which that authority was established, or the absence of established authority; and to make that record available to that person. The obligation to produce the record to an authority entitled to compel it is owed to that authority and is not included in that grant. Membership in the class of intended beneficiaries follows from the action taken, not from the vendor's assessment of it, and is fixed at the moment the action is taken. No later amendment, waiver, or release between the parties to this agreement shall reduce the rights granted under this clause to any member of that class as to an action already

taken. Any general exclusion of third-party beneficiaries in this agreement does not apply to the rights expressly granted under this clause. Absent established authority for a given action, the system shall not proceed.

FOR COUNSEL

ADOPTING THE MODEL

The model grants rights only when it sits inside an enforceable agreement under applicable law, and the agreement around it decides what those rights are worth. Address each of the following in the agreement itself. The model does not resolve them.

Version. Incorporate a dated version of Runtime Rights by name. Publication of a later version does not amend an existing agreement.

Role allocation. Identify the vendor, deployer, operator, and any downstream service provider responsible for each obligation, and assign every obligation to a party with the authority and technical ability to perform it. No obligation may disappear between parties merely because responsibility is distributed.

Third-party beneficiaries. The model disapplies a general exclusion of third-party beneficiaries to the rights it expressly grants, and nothing more. Reconcile every other provision that bears on who may enforce the agreement.

Enforcement forum. State expressly where persons affected enforce the rights granted, in court or under any arbitration or dispute provision of the agreement, as applicable law allows. The model does not decide this, and its silence on the point does not decide it either.

Remedies and liability. Reconcile exclusive remedy provisions and limitations of liability with the rights granted, so that the rights carry a meaningful remedy.

Amendment. Reconcile the agreement's other amendment provisions with the model's protection of rights associated with actions already taken.

Performance and timing. State how the same interval obligation is measured and evidenced. The obligation is not to be relaxed. It is to be made measurable.

Record access. State how the record is made available to the person affected lawfully, including how protected information about other people and privileged material are handled, without leaving that determination to the vendor alone.

Production to authority. The model adds a contractual duty. It does not limit any right of access, discovery, or production that exists under applicable law.

Authority. Define what establishes authority for an action, its scope, how it is evidenced, how it may be delegated, when it expires or is revoked, and any preauthorized emergency or override authority, and state how each is recorded.

FOR A GOVERNING BODY

THE RESOLUTION

One paragraph, adopted by vote and entered into the record. It commits a body to a standard and creates a public artifact.

Resolved, that this body adopts the Runtime Rights as its standard for automated decisions affecting the people it serves, and directs that systems procured or operated under its authority be evaluated against them.

THE REGISTER

WHO HAS ADOPTED IT

A list of institutions that adopted a standard before anyone required them to is the most persuasive document in this fight. It does not exist yet.

If your organization puts the five questions to a vendor, adds the clause to a contract, or passes the resolution, say so. Organizations only, no individuals, no email list, nothing sold.

Being first costs nothing and is worth more than being tenth. The first name on this list is the one every later one points at.

TELL US YOU ADOPTED IT

Include the organization, the form adopted, and the date. Entries are added to the list above and shown exactly as submitted.

CHANGELOG

A standard that shows its revisions is easier to trust than one that appears to have arrived complete. Every change to the articles is listed here, newest first.

THE RECORD OF CHANGES

VERSION 1.3, DATED 2026-09-19

Permanent archive: <https://doi.org/10.5281/zenodo.22849622>

Article IX now states a right to contest before someone with authority to overturn or remedy, and Definitions say what standing means in this document and what it does not claim. Article III now accounts for actions that cannot be reversed. Article IV now permits named delegation and forbids delegation by inference. Article X corrected. The preamble claims less: the principles are not new.

The procurement clause's record duty now requires a record that cannot be silently altered and reconstructs the action, the operative reason for it, and either the authority established for it, including the basis on which it was established, or the absence of established authority, in both the vendor's duty and the beneficiary grant. Question two now asks what established the authority. The reversal duty and question four now account for actions that cannot be reversed.

Adoption guidance gains role allocation and authority. The free use terms now distinguish permission to reproduce or adapt the text from the identity of a numbered archived version and from use of the standard's name.

The Article IX standing issue, Article III irreversibility issue, role-allocation gap, record and authority reconstruction requirement, authority-guidance gap, and canonical-version identity issue were identified or sharpened in review by Larry Peseckis.

VERSION 1.2, DATED 2026-09-16

Permanent archive: <https://doi.org/10.5281/zenodo.22798738>

The procurement clause now names persons affected as intended beneficiaries. This is a change in kind. The model clause is designed to grant persons affected direct enforcement rights over four specified notice and record obligations when incorporated into an enforceable agreement under applicable law. The grant does not extend to the separate duty to produce the record to an authority entitled to compel it, and it protects rights associated with actions already taken against later amendment, waiver, or release. Adopt it knowing that. The grant was drafted

with Russel Morgan, Esq., on the authority of *Lawrence v. Fox*, 20 N.Y. 268 (1859). The beneficiary scope wording reflects contributor review. The sentence on general exclusions of third-party beneficiaries and the model's incorporated definitions are later editorial additions and were not part of Russel's reviewed grant.

Article II extended to cover perceptibility and retrievability. Notice is not given merely by transmission, and the vendor does not hold sole authority over the criteria by which its own notice is judged sufficient. The notice-perceptibility failure mode was identified in review by Larry Peseckis.

Article VI extended to cover compulsion. The operator does not hold the sole authority to decide whether the record must be produced. The question of what a compulsory accounting looks like for a runtime system, and who holds the power to compel it, was put by Russel Morgan, Esq.

The authority to compel production is not an architectural component and cannot be manufactured by one. The architecture keeps a record capable of timely production in a usable and reviewable form, and produces it when required by an authority entitled to compel it. The architecture/forum boundary was sharpened in review by Larry Peseckis.

Definitions commentary extended. The fiduciary never gets to grade the materiality of his own silence, a trust law rule borrowed by analogy, contributed by Russel Morgan, Esq.

Model procurement language made self contained. The definition of consequential and a definition of person affected travel with the clause, dated. Adoption guidance and a publication status notice added. Each version is archived at a permanent dated location (<https://doi.org/10.5281/zenodo.22798738> for this version). Publication of a later version does not amend an existing agreement.

The five questions and the procurement clause updated to match.

VERSION 1.1

Article I extended to cover aggregate consequence. Individually authorized actions that combine into a consequential whole require an authorizing party for the whole.

Article II extended to cover notice. The fact that a decision was made is owed before the reason is, without condition.

Definitions section added. "Consequential" defined, with the question answered from the position of the person affected and a presumption in favor of coverage.

The five questions and the procurement clause updated to match.

VERSION 1.0

Original ten articles as published in *The Third Voice*.

REUSE

The articles first appeared in *The Third Voice: Who Decides What the Machines May Do to You* by Emily Hartstone.
[The book.](#)

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