SOCIABLE SYSTEMS // THE GOVERNANCE OF GHOSTS

Appendix A
Right of Override Clause Block

Procurement-ready clauses for contracts involving automated standardization, matching, deduplication, or decision processes affecting people.

From Episode 3: The Formula Keeper (Gaskets for Governance)

These clauses establish the Customer's unconditional right to pause, quarantine, reverse, or require manual handling of automated processes that affect people's records, identities, payments, or entitlements. They are designed to be inserted into procurement documents, vendor contracts, and system implementation agreements.

"Put soft between hard. Don't over-tighten. Replace before failure."

A1. Definitions

1. **Automated Standardization Pass:** any process that deduplicates, merges, standardizes, links, or resolves records without manual intervention.

2. **Override Authority:** named role(s) authorized to pause, block, reverse, or require manual handling.

3. **Exception Registry:** authoritative log of edge cases, overrides, and remediation outcomes, including attribution for discovery and decision.

A2. Right of Override

1. Customer retains an unconditional Right of Override over any Automated Standardization Pass affecting Customer data, determinations, or payments.

2. Vendor must provide mechanisms enabling Override Authority to:

   a) pause or defer a pass prior to execution,

   b) quarantine suspected outputs and prevent downstream propagation,

   c) reverse or roll back outputs to the last known good state,

   d) force manual review for specified cohorts and match conditions.

A3. Authority Path and Timers

1. Vendor implements routing to Override Authority within agreed SLAs.

2. Vendor supports both pre-action gating and post-action reversal, with auditability.

A4. Evidence Thresholds

1. Customer defines evidence thresholds for override decisions.

2. Vendor must not require proprietary explanations as a condition for override. The standard is operational proof and customer policy.

A5. Exception Registry and Learning Loop

1. Vendor provides a first-class registry interface and export.

2. Each override captures: identifiers, trigger pattern, decision, authority role, evidence, permanent-fix owner/type, verification, and Discovered By.

3. Vendor supports remediation paths: rule updates, data correction workflows, UX change, model update, policy.

A6. Non-retaliation for Override Use

Vendor must not degrade service levels, pricing, access, or support based on frequency of override actions.

Note: This clause exists because, in practice, frequent overrides make vendors nervous, and nervous vendors start making the override process harder. The gasket rule applies: replace before failure.

A7. Human Authority Integrity

Vendor agrees that "human in the loop" does not transfer liability where design produces review overload or unreviewable volume.

Vendor provides workload metrics and updates them when system behavior changes.

A8. Continuity During Override

Vendor provides continuity modes: hold queue, partial processing, manual pipeline, controlled degradation.

Customer may require block rather than delay for specified outcomes.

These clauses form part of the Calvin Convention's Right of Override framework as developed in the Sociable Systems newsletter series.

For the accompanying Edge-Case Registry template and Human Authority Path blueprint, see Appendix B.

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