# Al and Law Modeling Legal Knowledge

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#### Overview

Approach to the Semantic Web for Legal Resources

- Organizing the Semantics of Legal Resources
  - Implementing the IFLA-FRBR model

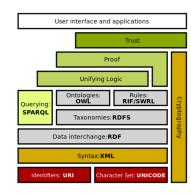
- Modeling Legal Knowledge in the Semantic Web
  - Semantic Model of Normative Provisions, and related Axioms

## The Semantic Web in the Legal Domain

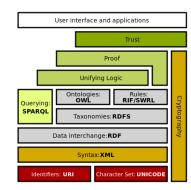
 Improve quality and accessibility of legal information in different legal systems and languages;

Promote interoperability among applications and legal information systems;

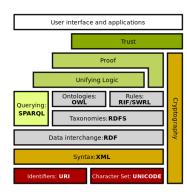
 Provide high quality integrated services both for policy makers and citizens.



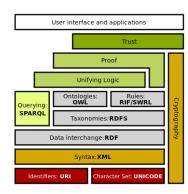
URI: Legal Resources (Sources of Law) identifier



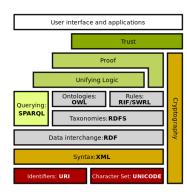
- XML: Legal Resources (Sources of Law) structure
- URI: Legal Resources (Sources of Law) identifier



- RDF: Semantic statements on data
- XML: Legal Resources (Sources of Law) structure
- URI: Legal Resources (Sources of Law) identifier



- RDFS/OWL: (Legal) Knowledge Modeling
- RDF: Semantic statements on data
- XML: Legal Resources (Sources of Law) structure
- URI: Legal Resources (Sources of Law) identifier





#### Sources of Law Indentification

#### Sources of Law

Source of law is a wide concept including any document that can be conceived of as the originator of legal rules

#### In particular:

- normative acts (legislation and regulations)
- administrative acts
- jurisprudential acts (case law)

Shared source of law naming convention and metadata set allow to identify, discover and query legal acts in a distributed environment



## Legal Resources Identifier: Desirable Characteristics

- Unique at international level
- Transparent
- Persistent
- Location-independent
- Language neutral
- Based on Open Standards (no vendors lock-in)
- Free adhesion (pure federative approach)



## Why Transparent Identifiers?

- Based on formal parameters of citations
- Only rules syntax and formal parameters of identification are needed
- Automatic document hyperlinking
  - Independent from a remote service providing identifiers
- Possibility of implementing a resolver (centralized are or distributed)



#### Sources of Law and IFLA-FRBR model

IFLA: International Federation of Library Associations and Institutions

FRBR: Functional Requirements for Bibliographic Record model:

- Work: a distinct intellectual creation
- Expression: any different version over the time or across languages (original, amended, localized)
- Manifestation: any different realisation of an expression (paper format, digital format, etc.)
- item: any single copy of a manifestation

Any level includes a set of metadata

Metadata used for identification and semantic description



## Legal Identifiers based on the FRBR Model

 LEX naming convention (URN:LEX and http-based LEX)



ECLI, ELI naming conventions



• AkomaNtoso naming convention



## **LEX Naming Convention**

URI naming convention using URN and HTTP-based schemas

Uniform Resource Names (URNs) are unambiguous and lasting identifiers for legal resources, independent from:

- availability of the resource
- access modality
- physical location



- as univocal and persistent identifiers of legal documents
- as tools to represent relationships among them



## LEX Identification Metadata (URN syntax)

urn:lex : jurisdiction : local name

Local name

work @ expression \$ manifestation

Work level

authority : type : details : annex urn:lex:uk:ministry.justice:decree:1999-10-07;45:annex.a

Expression level

version : language urn:lex:ch:etat:loi:2006-05-14;22@originel:fr

Manifestation level

## LEX Identification Metadata (HTTP-based syntax)

#### http://<host-name>/lex/<jurisdiction>/<local name>

#### Local name

<work>/0/<expression>/\$/<manifestation>

#### Work level

<authority>/<type>/<details>/<annex>
http://<host-name>/lex/uk/ministry.justice/decree/1999-10-07;45/annex.a

#### Expression level

<version>/<language>
http://<host-name>/lex/ch/etat/loi/2006-05-14;22//2008-03-12/fr

#### Manifestation level

 $<\!format>/<\!editor>/<\!components>/<other-features> \\ http://www.senato.it/lex/it/stato/legge/2000-04-03;56/\$/application-pdf;1.7/parlamento.it$ 

## Automatic Hyperlinking

#### Art. 9

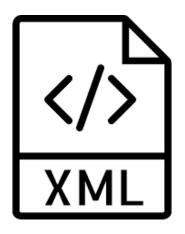
The provisions of Directive 77/799/EEC shall apply to the exchange of information under this Directive, provided that the provisions of this Directive do not derogate therefrom. However, Article 8 of Directive 77/799/EEC shall not apply to the information to be provided pursuant to this chapter.

## Automatic Hyperlinking

Art. 9

The provisions of <u>Directive 77/799/EEC</u> shall apply to the exchange of information under this <u>Directive</u>, provided that the provisions of this <u>Directive</u> do not derogate therefrom. However, <u>Article 8 of Directive 77/799/EEC</u> shall not apply to the information to be provided pursuant to this chapter.

Document Parsing



The Structure of the Sources of Law

## Legal XML Schemas

CEN Metalex

AkomaNtoso

Formex

Qualified XHTML

## ■■MetaLex/CEN







## Excerpt of the Structure of Directive 2002/65/EC, represented in CEN Metalex compliant XML

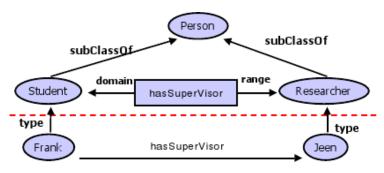
```
<article id="art5">
 <paragraph id="art5-par1">
   1. The supplier shall communicate to the consumer all the
   contractual terms and conditions and the information referred
   to in Article 3(1) and Article 4 [...]
 </paragraph>
 <paragraph id="art5-par2">
   2. The supplier shall fulfil his obligation under paragraph 1
   immediately after the conclusion of the contract, if the
   contract has been concluded at the consumer's request using
   a means of distance communication which does not enable
   providing the contractual terms [...]
 </paragraph>
 <paragraph id="art5-par3">
   3. At any time during the contractual relationship the
  consumer is entitled, at his request, to receive the
  contractual terms and conditions on paper. [...]
 </paragraph>
</article>
<article id="art6">
 <paragraph id="art6-par1">
   1. The Member States shall ensure that the consumer shall have
   a period of 14 calendar days to withdraw from the contract
   without penalty and without giving any reason [...]
 </paragraph>[...]
</article>
```



#### The Semantics of the Sources of Law

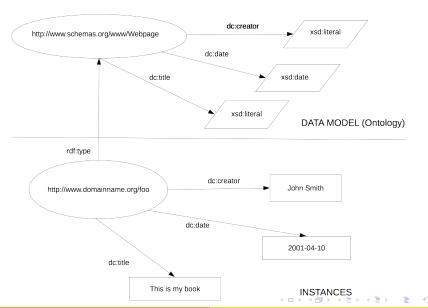
## Knowledge Models and Instances

RDFS/OWL (Knowledge Models / Ontologies)



RDF (Instances / Individuals)

## Knowledge Models and Instances



#### Legal Knowledge Modeling and the Semantic Web

Knowledge modeling is essential for implementing the Semantic Web

In the legal domain it provides advanced services

- Semantic search facilities
- 2 Consolidation (by amendments description)
- Analysis of coherence and impact of new texts on the legal systems (contradictory norms, RIA, etc.)
- 4 Legal Drafting based on semantics

Knowledge modeling as a mean to organize metadata for semantic annotation of the Sources of Law



# Sources of Law metadata organization Taxonomy of the bibliographic resources and FRBR

A Source of Law can be seen as a Bibliographic Resource

## Bibliographic Resource in the International Standard Bibliographic Description (ISBD) sense

An entity, tangible or intangible, that comprises intellectual and/or artistic content and is conceived, produced and/or issued as a unit, forming the basis of a single bibliographic description.

Bibliographic Resources can be described by Matadata organized into FRBR model

#### Distinction between

- Taxonomy of resources
- Classes of the FRBR model

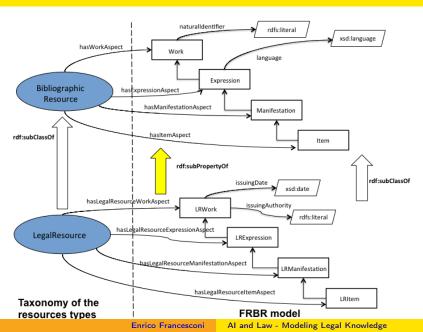


#### Taxonomy of the resources and FRBR

BibliographicResource = Work + Expression + Manifestation + Item (disjoint union FRBR classes) [Dunrise and Le Boeuf, 2013]

- The relationship between a Resource and its FRBR classes is therefore of part-of / aspect
- Every FRBR level is an aspect of a current resource and collector of the set of metadata at that level

## Taxonomy of the resources and FRBR



## Taxonomy of the resources and FRBR

Resource taxonomy and FRBR model can be viewed as aspects of the same reality in two different perspectives (or logical layers) [Bianchini and Willer, 2014]:

- The web of data perspective
- The bibliographic data perspective

A resource is a set of data identified by a specific URI (web of data perspective)

A class of FRBR is an aspect of a specific resource when viewed as a bibliographic entity (bibliographic data perspective)

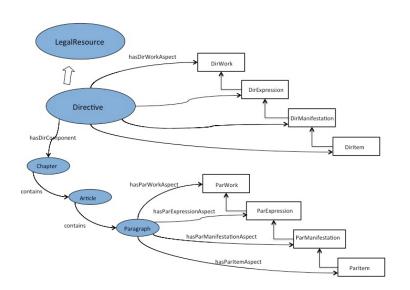
#### **Benefits**

 Queries (SPARQL) to access resource metadata are independent from the resource types
 SELECT ?work WHERE {?r hasWorkAspect ?work}

Direct access to the FRBR metadata levels

Metadata organized according to the FRBR taxonomy

## Subdivision Modeling





## Semantic Web means Smart Data



Smart Data and Advanced Legal Reasoning

#### Possible Scenario

#### OnLine Contract



#### Possible Scenario

#### OnLine Contract



#### Consumer Protection Law



#### Possible Scenario

### OnLine Contract



### Consumer Protection Law



#### Interest on

- Consumer's rights (ex: right of withdrawal)
- Supplier's duties towards the Consumer (implicit rights of the Consumer)
- Procedures to fulfill the Consumer's duties and the sanctions in case of not compliance

#### Possible Scenario

### OnLine Contract



### Consumer Protection Law



#### Interest on

- Consumer's rights (ex: right of withdrawal)
- Supplier's duties towards the Consumer (implicit rights of the Consumer)
- Procedures to fulfill the Consumer's duties and the sanctions in case of not compliance

Retrieval system of norms endowed with reasoning facilities



## Profiles of legislative texts

Laws and regulations may be seen as a set of provisions, carried by speech acts [Searle, 1969].

A legislative text can be viewed according to two different profiles:

- Formal Profile text organization in terms of chapters, articles, paragraphs, etc.
- Semantic Profile text organization according to partitions substantial meaning



The Semantic Profile can be represented in terms of normative provisions [Biagioli, 1997][Biagioli, 2009].

## Excerpt of EU Directive 2002/65/EC

#### Art 5

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- 2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

#### [...] Art. 6

 The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

## Formal Profile: Set of paragraphs

#### Art 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

Paragraph

2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]

Paragraph

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

Paragraph

[...] Art. 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

Paragraph

#### Semantic Profile: Set of Provisions

Λ	 _

- The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

[...] Art. 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

[...]

Duty (Supplier, Consumer)

Procedure (Supplier, Consumer)

Right (Consumer, Supplier)

Duty (Member States, Consumer)

## Semantic sub-profiles: Functional and Thematic profiles

### Art. 5

1. The supplier shall communicate to the consumer [...]

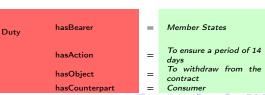
2. The supplier shall fulfil his obligation [...] using a means of distance communication [...]

3. [...] the consumer is entitled, at his request, to receive the contractual terms [..]

Art. 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract [...]

Functional profile Thematic profile (provision types and attributes) (attribute contents) Supplier hasBearer Duty hasAction Communication Contractual Terms hasObject hasCounterpart Consumer hasBearer Supplier Procedure hasAction Communication hasObject Contractual Terms hasCounterpart Consumer hasBearer Consumer Right hasAction Receipt hasObject Contractual Terms hasCounterpart Supplier



## Provision Model in the Legal Semantic Web

#### Semantic Web

Web of Documents → Web of Data

#### Legal Semantic Web

Web of Legislative Documents — Web of Normative Provisions



## Provision Model contributes to Systematize the Law

A provision-centric view of legislative texts contributes to

- Transparency
- 2 Semantic search facilities based on norms
- Onsolidation (by amendments description)
- 4 Analysis of coherence and impact of new texts on the legal systems (contradictory norms, RIA, etc.)
- 6 Legal Drafting based on semantics

## Provision Model contributes to Systematize the Law

A provision-centric view of legislative texts contributes to

Semantic search facilities based on norms

Logical relations

Relations between provisions that are necessary from a logical point of view, as the classical Hohfeldian relations.





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#### 2 Technical relations

Relations not necessary from a logical point of view, but they derive from legislative techniques considerations, as the relations between

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the Duty of a Bearer to accomplish a specific Action towards a Counterpart  $\hookleftarrow$ 

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#### 2 Technical relations

Relations not necessary from a logical point of view, but they derive from legislative techniques considerations, as the relations between

the Duty of a Bearer to accomplish a specific Action towards a Counterpart  $\hookleftarrow$ 

 $\hookrightarrow$  the Procedure describing how to fulfill such obligation



#### Logical relations

Relations between provisions that are necessary from a logical point of view, as the classical Hohfeldian relations.



#### 2 Technical relations

Relations not necessary from a logical point of view, but they derive from legislative techniques considerations, as the relations between

- the Duty of a Bearer to accomplish a specific Action towards a Counterpart  $\hookleftarrow$
- $\hookrightarrow$  the Exceptions to it

## Logical Profile of a Legislative Text

#### Art. 5

1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

Duty (Supplier, Consumer)

The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]

Procedure (Supplier, Consumer)

 At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

Right (Consumer, Supplier)

[...]

Art. 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

Duty (Member States, Consumer)

## Logical Relations (Hohfeldian relations)

#### Art 5

1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

Duty (Supplier, Consumer)

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

 $\mathsf{Right}\ (\underline{\mathit{Consumer}},\ \mathit{Supplier})$ 

[...]

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## Logical Relations (Hohfeldian relations)

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3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

Right (Consumer, Supplier)

[...]

Art. 6

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Right (<u>Consumer</u>, Member States)

#### Technical Relations

#### Art. 5

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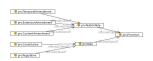
Duty (Supplier, Communication, Contractual terms...)

2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]

Procedure (Supplier, Communication, Contractual terms...)

## Approach

 Representing Provision Types and Attributes (Provision Model)



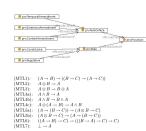
## Approach

- Representing Provision Types and Attributes (Provision Model)
- Expressing axioms on Provisions Types and Attributes

(MTL7):  $\bot \rightarrow A$ 

## Approach

- Representing Provision Types and Attributes (Provision Model)
- Expressing axioms on Provisions Types and Attributes
- Tools
  - RDF(S) and OWL-DL standards
  - Inferences by an OWL-DL reasoner
  - SPARQL as query language









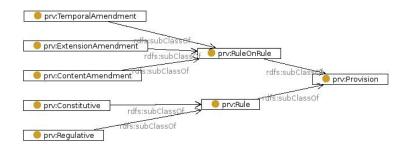
## **Provision Types**

#### Rules

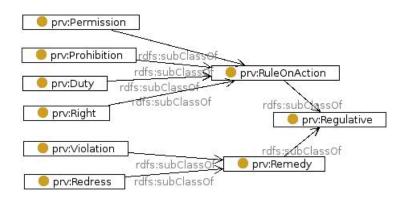
- Constitutive rules: introduce or assign a juridical profiles to the regulated entities;
- Regulative rules: discipline actions or the substantial and procedural defaults (remedies).

- Rules on Rules (amendments)
  - Content amendments: modify literally the content of a norm, or their meaning without literal changes;
  - Temporal amendments: modify the times of a norm (come-into-force and efficacy time);
  - Extension amendments: extend or reduce the cases on which the norm operates.

## Provision Model Top Classes



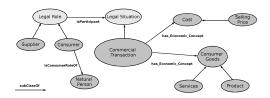
## Regulatives provisions



#### Thematic Profile

- Relations between the concepts described in the legislative texts (regulated fields)
- Provision attributes contents
- They can be expressed by literals or concepts derived from thesauri or domain ontologies

Ex: DALOS "Consumer law" ontology



## How to represent Logical Relations in the Provision Model

- Relations between Provisions types and Attributes
- Ex: Hohfeldian relations between Duty and Right

Duty(hasBearer='Supplier', hasCounterpart='Consumer')

 $\mathbb{1}$ 

Right(hasBearer='Consumer', hasCounterpart='Supplier')

Axioms

Duty ≡ Right

 $\mathsf{hasBearer} \equiv \mathsf{hasCounterpart}$ 

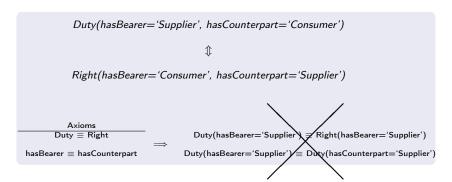
## How to represent Logical Relations in the Provision Model

- Relations between Provisions types and Attributes
- Ex: Hohfeldian relations between Duty and Right

```
Duty(hasBearer='Supplier', \ hasCounterpart='Consumer')
Right(hasBearer='Consumer', \ hasCounterpart='Supplier')
Axioms
Duty \equiv Right
\Rightarrow Duty(hasBearer='Supplier') \equiv Right(hasBearer='Supplier')
hasBearer \equiv hasCounterpart \Rightarrow Duty(hasBearer='Supplier') \equiv Duty(hasCounterpart='Supplier')
```

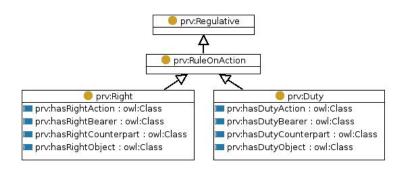
## How to represent Logical Relations in the Provision Model

- Relations between Provisions types and Attributes
- Ex: Hohfeldian relations between Duty and Right

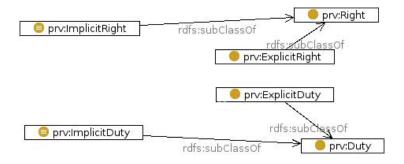


#### Extension of the Provision Model: Attributes

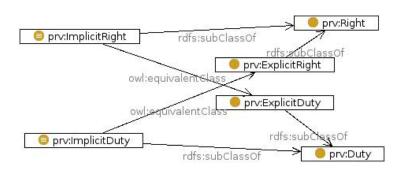
#### Attributes specified with respect to Provision types



## Extension of the Provision Model: Provision Types

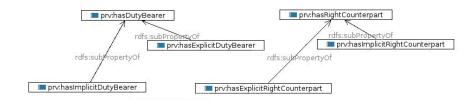


## DL Axioms on correlative deontic concepts: Duty/Right

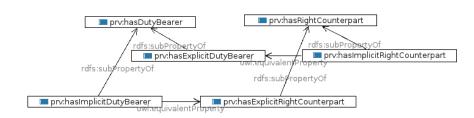


# Axioms [Francesconi, 2014] [Francesconi, 2016] $\begin{aligned} &\text{ImplicitRight} \equiv \text{ExplicitDuty} \\ &\text{ImplicitDuty} \equiv \text{ExplicitRight} \end{aligned}$

### Extension of the Provision Model: Provision Attributes



## Axioms on Provision Attributes (OWL-DL)



#### **Axioms**

[Francesconi, 2014] [Francesconi, 2016]

 $\label{eq:hasImplicitDutyBearer} \texttt{$\equiv$ hasExplicitRightCounterpart$} \\ \texttt{$hasImplicitRightCounterpart$} \\ \texttt{$\equiv$ hasExplicitDutyBearer$} \\ \\ \texttt{$absExplicitDutyBearer$} \\ \\ \texttt{$absExplicitDutyBearer$} \\ \texttt{$absExplicitDut$ 

The same holds for hasRightBearer and hasDutyCounterpart in their explicit and implicit views.



## Properties of the Proposed Relational Pattern

#### The proposed relational pattern aims to introduce

- Properties equivalence
  - direct check on attributes contents (No conditional statement is needed, ex: "if (hasDutyCounterpart == 'Consumer')")
- 2 Abstract classes ("Implicit" classes)
  - different views (Implicit and Explicit) of the same provision;
  - to retrieve provision instances which are not explicitly expressed (ex: provisions where ImplicitRightBearer =="Consumer");

#### Benefits of the approach

 keep the problem within the OWL-DL complexity (without using SWRL or Rule-ML).



#### The Inferred Model

• Inference facilities through an OWL reasoner

#### The Inferred Model

• Inference facilities through an OWL reasoner

• Pellet – Java based OWL-DL reasoner



#### The Inferred Model

Inference facilities through an OWL reasoner

Pellet – Java based OWL-DL reasoner



 The result is a Provision Model where inferences are calculated from the asserted axioms

## Querying the System



#### SPARQL queries using the Provision Model and Ontology concepts

```
PREFIX rdf: <a href="http://www.w3.org/1999/02/22-rdf-syntax-ns#">http://www.ittig.cnr.it/ProvisionModel/1.0#</a>
PREFIX cl: <a href="http://www.ittig.cnr.it/ontologies/consumer-law/1.0#">http://www.ittig.cnr.it/ontologies/consumer-law/1.0#</a>
SELECT ?x
WHERE { ?x prv:hasRightBearer cl:Consumer }
```

## 1) Hohfeldian inference case-study: Querying the System

#### SELECT ?x WHERE { ?x prv:hasRightBearer cl:Consumer }

#### Art. 5

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- 3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper.  $[\ldots]$

#### [...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ExplicitDuty (Supplier, Consumer)

Procedure (Supplier, Consumer)

ExplicitRight (Consumer, Supplier)

ExplicitDuty (Mem. States, Consumer)

# 2) Query result based on the Asserted Model

```
SELECT ?x WHERE { ?x prv:hasRightBearer cl:Consumer }

Art. 5
```

[...] Art.

# 2) Query result based on the Asserted Model

```
SELECT ?x WHERE { ?x prv:hasExplicitRightBearer cl:Consumer }

Art. 5
```

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper.  $[\ldots]$ 

 ${\sf ExplicitRight} \ (\underline{{\it Consumer}}, \ {\it Supplier})$ 

[...] Art. 6

# 3) Query result based on the Inferred Model

SELECT ?x WHERE { ?x prv:hasRightBearer cl:Consumer }

#### Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

ExplicitDuty (Supplier, Consumer)

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper.  $[\dots]$ 

 ${\sf ExplicitRight} \ (\underline{{\it Consumer}}, \ {\it Supplier})$ 

[...] Art 6

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ExplicitDuty (Mem. States, Consumer)

# 3) Query result based on the Inferred Model

SELECT ?x WHERE { ?x prv:hasRightBearer cl:Consumer }

#### Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

 $ImplicitRight \ (\underline{\textit{Consumer}}, \ \textit{Supplier} \ )$ 

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

 ${\sf ExplicitRight} \; \big( \underline{{\it Consumer}}, \; {\it Supplier} \big)$ 

[...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ImplicitRight (<u>Consumer</u>, Mem. States )

## 1) Hohfeldian inference case-study: Querying the System

#### SELECT ?x WHERE { ?x prv:hasImplicitRightBearer cl:Consumer }

#### Art. 5

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- 3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper.  $[\ldots]$

#### [...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ExplicitDuty (Supplier, Consumer )

Procedure (Supplier, Consumer)

ExplicitRight (Consumer, Supplier)

ExplicitDuty (Mem. States, Consumer)

# 2) Query result based on the Asserted Model

```
SELECT ?x WHERE \{ ?x prv:hasImplicitRightBearer cl:Consumer \}
Art. 5
```

[...] Art. (

# 3) Query result based on the Inferred Model

SELECT ?x WHERE { ?x prv:hasImplicitRightBearer cl:Consumer }

#### Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

 ${\sf ExplicitDuty} \ (\textit{Supplier}, \quad \underline{\textit{Consumer}})$ 

#### [...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ExplicitDuty (Mem. States, Consumer)



## 3) Query result based on the *Inferred Model*

SELECT ?x WHERE { ?x prv:hasImplicitRightBearer cl:Consumer }

#### Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

 $ImplicitRight \ (\underline{\textit{Consumer}}, \ \textit{Supplier})$ 

[...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ImplicitRight ( $\underline{Consumer}$ , Mem. States)

# Logical relations 1) Hohfeldian inference case-study: Querying the System

#### SELECT ?x WHERE { ?x prv:hasDutyBearer cl:Supplier }

#### Art. 5

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

#### [...] Art 6

1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from the contract without penalty and without giving any reason [...]

ExplicitDuty (Supplier, Consumer)

Procedure (Supplier, Consumer)

ExplicitRight (Consumer, Supplier)

ExplicitDuty (Mem. States, Consumer)

# Logical relations 2)Query result based on the Asserted model

```
SELECT ?x WHERE \{ ?x prv:hasDutyBearer cl:Supplier \}
```

[...] Art.

Art. 5

# Logical relations 2)Query result based on the Asserted model

SELECT ?x WHERE { ?x prv:hasExplicitDutyBearer cl:Supplier }

#### Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

 ${\sf ExplicitDuty}\ (\underline{\textit{Supplier}},\ \textit{Consumer})$ 

[...] Art. 6



# Logical relations 3) Query result based on the *Inferred Model*

SELECT ?x WHERE { ?x prv:hasDutyBearer cl:Supplier }

Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

ExplicitDuty (Supplier, Consumer)

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

 ${\sf ExplicitRight} \ ({\it Consumer}, \ {\it \underline{Supplier}})$ 

[...] Art. 6

# Logical relations 3) Query result based on the *Inferred Model*

#### SELECT ?x WHERE { ?x prv:hasDutyBearer cl:Supplier }

Art. 5

 The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]

ExplicitDuty (Supplier, Consumer)

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

ImplicitDuty ( $\underline{Supplier}$ , Consumer)

[...] Art. 6

## Art.5 of EU Directive 2002/65/EC

#### Art. 5

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- 2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the
- 3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

Duty (Supplier, Communication, Contractual terms..., Consumer)

Procedure (Supplier, Communication, Contractual terms..., Consumer)

Right (Consumer, Reception, Contractual terms..., Supplier)

[...]

contractual terms [...]

#### Technical Relations

# 1) Querying the System by Selected Attribute Values

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- 2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- 3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper. [...]

ExplicitDuty (Supplier, Communication, Contractual terms..., Consumer)

Procedure (Supplier, Communication, Contractual terms..., Consumer)

ExplicitRight (Consumer, Supplier)

#### Technical Relations

# 2) Expanded query result on the Inferred Model

```
SELECT ?x WHERE {
      { ?x prv:hasDutyBearer cl:Supplier. ?x prv:hasDutyAction cl:Communication.
        ?x prv:hasDutyObject cl:ContractualTerms. ?x prv:hasDutyCounterpart cl:Consumer}
 UNION
      { ?x prv:hasProcedureBearer cl:Supplier. ?x prv:hasProcedureAction cl:Communication.
        ?x prv:hasProcedureObject cl:ContractualTerms, ?x prv:hasProcedureCounterpart cl:Consumer}
Art 5
```

- 1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in Article 3(1) and Article 4 [...]
- ExplicitDuty (Supplier, Communication, Contractual terms.... Consumer)
- 2. The supplier shall fulfil his obligation under paragraph 1 immediately after the conclusion of the contract, if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the contractual terms [...]
- Procedure (Supplier, Communication, Contractual terms..., Consumer)

## Prototype of Legal Serach Engine

# **ProMISE**

**Pro**vision

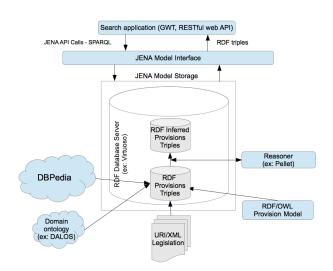
Model-based

Inferential legal

Search

Engine

#### The architecture of ProMISE



## Benefits of the approach

Legal Semantic Web approach through the Provision Model



#### Advantages

- Pattern for expressing fundamental relations between provisions
- OWL-DL computational tractability (no SWRL, RIF or XML description of rules)

#### **Problems**

- Semantic annotation burden
- Knowledge acquisition bottleneck





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