

# D 1.5 Social, Ethical and Legal Analysis - Final

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## Executive Summary

The report includes the final results of the Task 1.3 social, ethical, and legal (SEL) analysis of the EMPATIA project, and follows the preliminary report (Deliverable D1.3) submitted at the end of the first year of the Action, in December 2016.

The main goal of this task has been to analyse and manage the ethical and legal risks and challenges related to the active engagement of individuals during the Action, and in general in any kind of participatory process where digital technologies are used to collect and manage personal data. Accordingly, the scope of the report focuses on two main points: first, the analysis and management of the social and ethical issues related to the implementation of hybrid participatory processes in the pilots of EMPATIA, planned and executed during the delivery of the Action; second, the definition of guidelines and models necessary to future replication and reuse of EMPATIA methods and tools in new contexts, creating enabling condition for amplifying the dissemination and exploitation of EMPATIA's technical and scientific results.

The report includes a significant number of annexes, necessary for a full comprehension of the report, including a large part of the results of the preliminary analysis delivered during the first year of the Action, and already published in the previous report D1.3. The annexes also include various versions of the ethical policies developed and used in pilots during the Action, as well as models for future reuses of EMPATIA..

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## Acronyms

Acronyms	Description
Action	The Action entitled ‘Enabling Multichannel Participation Through ICT Adaptations — EMPATIA’ (‘action’), as described in the DoA.
CA	Consortium Agreement
CES	Centro de Estudos Sociais – University of Coimbra (Leader of EMPATIA)
CML	Camara Municipal Lisboa (Municipal Chamber of Lisbon, Portugal)
D21	Democracy 21 (Partner of EMPATIA)
D n.n	Deliverable (referred to EMPATIA’s proposal)
DDI	Digital Democratic Innovations
DI	Democratic Innovation
DMP	Data Management Plan
DoA	Description of Action, detailed description of the EMPATIA project annexed to the GA.
EC	European Commission
GA	Grant Agreement
H2020	Horizon 2020
INE	Instituto Nacional de Estatística (National Statistical Institute of Portugal)
IL	IN Loco (Partner of EMPATIA)
IP	Intellectual Property (often used also as IPR – Intellectual Property Rights)
M nn	Month (numbered since the beginning of the Action: M01 = Jan 2016)
NUTS	Nomenclature of Territorial Units for Statistics
OA	Open Access
ONE	OneSource Ltd. (Partner of EMPATIA, Technical Coordinator)
PB	Participatory Budgeting
PS	Partido Socialista – Socialist Party, Portugal
SaaS	Software as a Service
SEL	Social, ethical and Legal (analysis)
T n.n	Task (referred to EMPATIA’s proposal)
UNIMI	Università degli Studi di Milano (Partner of EMPATIA)
WP n	Working Package (referred to EMPATIA’s proposal)
ZLOG	ZebraLog (Partners of EMPATIA, Responsible for Pilots)

# 1 Introduction

*This introductory chapter is divided in three sub-chapter. The first includes a definition of the purposes of this deliverable, the second contains a detailed description of the interaction between this deliverable and other tasks of EMPATIA that feed or are fed by its content; the third includes a description of the structure of the whole document.*

## 1.1 Purpose of the Deliverable

This report includes the final results of the Task dedicated to the social, ethical and legal analysis of the EMPATIA project. The main goal of this task has been to analyse and manage the ethical and legal risks and challenges related to the active engagement of individuals during the Action, and in general in any kind of participatory process where digital technologies are used to collect and manage personal data.

This deliverable follows the “D1.3 Social, Ethical and Legal Analysis – Preliminary”, published in December 2016. This document reported the activities related to the preliminary stage of SEL analysis that took place in the first year of the project.

In summary, it is possible to distinguish between:

- A preliminary stage where we collected all information and data necessary to build a state of the art of social, ethical and legal issues directly related with the action. This stage has been used in this report as a reference to define a first set of guidelines to be adopted in the pilots and other standard necessary to the validation of EMPATIA platform;
- A final stage where will be reported the way through which EMPATIA enforced the SEL principles and criteria. The final report will also include standards and consolidated guidelines for the future replication and adaptation of EMPATIA's tools and methods in future scenarios of use.

In particular, the final social, ethical and legal analysis deliverable aims to:

- Define and consolidate a set of “EMPATIA's ethical principles” that have been steering the social ethical and legal analysis, starting from the objectives originally defined in the Description of Action (DoA);
- Adapt guidelines and policies to the requirements of each pilot and any other use case detected in the Data Management Plan
- Monitor and review the implementation of the ethical guidelines and policies during the Action
- Define models and guidelines for the management of ethical and legal risks and challenges in the future re-uses of EMPATIA methods and tools

## 1.2 Relation with other Tasks/Deliverable

This deliverable is the specific outcome of the Task 1.3 of EMPATIA under the framework of WP1 - Foundations and Models for Multichannel Participatory Budgeting (led by CES), but the scope of this task interacts with a number of other activities and in particular:

- This deliverable is fed by the input provided by Task 1.1 and Task 1.2 in charge of the definition of reference scenarios for EMPATIA;
- The Ethical principles of EMPATIA reported in Chapter 2 are inspired by the Open Access Strategy developed within the dissemination plan on M06 of the action and reported in the Deliverable 5.2;
- This deliverable provides policies and guidelines for the implementation of pilots of EMPATIA (WP3 – Pilots, led by Zebralog) and includes a preliminary analysis of the context of implementation, focusing on the variables relevant for the enforcement of the SEL principles, published initially in D1.3 and in Annex in this version. This preliminary analysis will be used to measure the inclusive capacity of pilots in D4.2 Impact Assessment – where we will report detailed data on the engagement of citizens.
- This deliverable provides guidelines to WP2 - Platform Prototype and defines standards and guidelines regarding the entrenchment of the EMPATIA's principles in the technological choices adopted for the development of the EMPATIA platform and related tools;
- The policies and guidelines presented in this document will also influence the delivery of the Dissemination and Communication activities under WP5, due to the relevant implications on Intellectual Property Rights;
- The Data Management Plan has been developed by CES in compliance with the principles established in this deliverable.

## 1.3 Structure of the Deliverable

In addition to this introductory chapter, this report is divided in other six chapters, plus a relevant number of annexes.

- **Chapter 2** includes the definition of the research framework for this deliverable. In this chapter there is a clear definition of the core SEL principles of EMPATIA and a description of the overall strategy to transfer those principles in practical guidelines and ensure the compliance of pilots and the consistency of the technological choices;

- **Chapter 3** provides the background of the ethical analysis, reporting the preparatory work done during the first year of the action and before the start of the activities entailing active engagement of individuals and the collection of personal data;
- **Chapter 4** includes an extensive analysis of the activities delivered in the pilots of EMPATIA, analysing in detail general and peculiar challenges of each case observed;
- in **Chapter 5** we analyse the new ethical scenario defined by the enter into force of the new GDPR in 2018 and use the lessons learned in pilots to create a new ethical toolkit including new policy models adaptable to possible future scenario of re-use of EMPATIA methods and tools;
- **Chapter 6** includes a description of the enforcement of the Open Access strategy and the procedures applied for the anonymisation of research data prior to their disclosure;
- **Chapter 7** summarizes the main results reported in this deliverable;
- **ANNEXES** include:
  - A number of documents already published in the preliminary version of this report, that are still relevant for a full comprehension of the present one;
  - An upgraded version of the Data Management Plan;
  - The various versions of ethical policies used during the Action.

## 2 Ethics of EMPATIA

*This chapter introduces the conceptual framework of the ethical analysis of the EMPATIA project. In the first sub chapter we define the core principles that will steer the analysis. In the following chapter we describe the rationale behind the policy framework used to enforce the ethical principles of EMPATIA, and the final sub chapter describes the strategy to define ethical standards in future scenarios of reuse of EMPATIA's scientific and technical results.*

### 2.1 Ethics of EMPATIA

The main objective of the EMPATIA project is the research, development, testing and dissemination of methods and tools for the management of inclusive hybrid Democratic Innovations(DI), participatory institutions where citizens and inhabitants are involved in public decision making processes regarding topics of common interest, in dialogue with elected local authorities.<sup>1</sup> For example in the case of the Participatory Budgeting (PB), one of the most popular DI implemented also in EMPATIA's pilots, citizens are involved in a public consultation regarding a part of the city budget, in a process that directly influences policies of the local Municipalities. We define democratic innovations as: i) inclusive, if aiming to involve those citizens who are commonly not holding any formal decisional power in the public arena; ii) hybrid, if designed and delivered through a mix of in person and digital channels, where digital platforms are used to collect and manage data of participants. In summary, EMPATIA aimed to develop new methods to use digital technologies to make Democratic Innovations more inclusive, through the combination of different channels of engagement.

Along the Action we studied, researched and actually implemented democratic innovations, involving thousands of citizens in participatory processes managed with the scientific and technological support of the partners of the consortium. As it is inferable, the active engagement of a large number of human individuals, and the use of digital technologies for the collection and management of personal and sensitive data, requires a number of ethical protocols to manage a research and innovation project. Nonetheless, considering the main scope of the project, it is evident that the ethical concerns of EMPATIA are not only limited to the principles that steer a fair research activity. EMPATIA's commitment goes beyond the scope of the ethics of the project, to present a broader

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<sup>1</sup> The deliverable "D1.4: Models, Methodologies, Scenarios & Requirements – final" of the EMPATIA project provides a detailed definition of the conceptual framework underlying the research activity of EMPATIA, including a definition of the concepts of "Democratic Innovations" and Multichannel-Participatory Systems used also in this report. In particular:

- Democratic Innovations are institutions specifically designed to increase and deepen citizen participation in the political decision-making process (Smith, 2009)
- Multichannel-Participatory Systems are complex system of Democratic Innovations that integrate messages and participatory spaces targeted to different segments of the population in a system specifically designed to increase and deepen citizen participation in the political decision making process (Spada 2016).

range of principles to be pursued. For this reason, the definition of the ethics of EMPATIA is built through two steps.

First we reviewed and analysed the definition of ethics included in the Self-Assessment of EMPATIA carried out before the start of the Action (and included in the DoA).

Second we created our own set of ethical principles, incorporating those already established in the initial self-assessment, and expanding the scope to additional principles pertaining to the peculiar objectives of EMPATIA.

### 2.1.1 Review of the Ethics Self-Assessment of EMPATIA

In the proposal development stage of EMPATIA, the consortium delivered a preliminary self-assessment of ethical risks of the Action, based on the guidelines provided in the H2020 Manual<sup>2</sup>. It is relevant to report here the results of the initial assessment because it already implies:

- The definition of the scope of ethical issues in EMPATIA;
- A preliminary list of principles and commitments regarding the management of ethical issues, concerning the active involvement of humans and the management of personal data.

According to the information provided in the Ethics Self Assessment included in the DoA of EMPATIA: "the main goal of EMPATIA is to develop a novel participatory platform where citizens are the main stakeholders and users. Four pilots implemented the EMPATIA models and platform in four municipalities actively involving inhabitants in online and in person interactions. Thus the EMPATIA project will have to address ethical as well as legal issues pertaining to privacy and other protections." Consequently the preliminary scope of ethical issues in this project has focused on two main categories:

- The active engagement of individuals in the project;
- The management of personal data.

The preliminary definition of ethical issues in EMPATIA pertaining these two categories is described here using excerpts from the Ethics Self Assessment of EMPATIA.

#### 1) Human Participants

EMPATIA project involves human participants as study participants, but does not involve any physical intervention on the study participants. The project involves human participants in the following activities:

- Stakeholders' personal data collection for requirements capture and baseline information for pilots and for pilot delivery;
- Stakeholders' interviews and questionnaires for pilots and project evaluation.

<sup>2</sup> Manual available online here: [http://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/ethics\\_en.htm](http://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/ethics_en.htm)

In particular, citizens' access and participation through the EMPATIA platform, within pilots, presented a series of ethical considerations specific to each context.

Regarding the human participants were:

- volunteers for social or human sciences research;
- able to give informed consent (including children/minors);
- not considered as vulnerable individuals or groups;
- not children/minors;
- not patients;
- not volunteers for medical studies.

The EMPATIA project has ensured respect for people and for human dignity, fair distribution of research benefits and burden while protecting the values, rights, and interests of the research participants.

## 2) Personal data

EMPATIA collected and processed personal data by means of interviews, questionnaires and online platforms. This project did not involve further processing of personal data previously collected by other means than the ones stipulated within EMPATIA scope. The project collected and process personal data in the following activities:

- Interviews with, and questionnaires answered, by different stakeholders, aimed at gathering, and developing a baseline for pilots and project evaluation;
- Citizens' access and usage of EMPATIA platform in pilots' municipalities PB processes;
- Stakeholders' interviews and questionnaires for pilots and project evaluation.

Regarding the collection and processing of personal data, this project:

- Does involve the collection or processing of sensitive personal data;
- Does not involve processing of genetic information;
- Does involve tracking or observation of participants.

The EMPATIA platform is used to request participating citizens' personal data (e.g. name, address, gender) and to analyse and process citizens' choices (e.g. cookies and forms submissions – searches, proposals visualization and submission, etc.). The platform may allow the request of additional personal details, for strict research and process evaluation processes.

Consequently, EMPATIA has employed state-of-the-art data-security mechanisms in the collection, storage and processing phases. WP2 has addressed all security issues of the ICT components in the project and has interacted closely with Task 1.3 in order to assure that the required social, ethics, and legal requirements are being adequately addressed. ONE, the partner leader of WP2, is an expert in ICT security and has applied, from the architecture specification to the development and

testing activities, its professional expertise therein. Task 1.3 has monitored all project activities in order to identify unforeseen ethical issues and provide feedback on how to address them properly. The purpose of the EMPATIA project was to collect and process these specific personal data to better support citizens in their civic participation. Thus, users of the EMPATIA platform have not been allowed to use the platform without authorizing the collection and processing of their personal data.

As previously described, in order to ensure respect for human dignity, fair distribution of research benefits and burden, while protecting the values, rights and interests of the voluntary research participants, all personal data collected was:

- Fairly and lawfully processed;
- Processed for limited purposes;
- Adequate, relevant and not excessive;
- Accurate;
- Not kept longer than necessary;
- Processed in accordance with the data subject's rights;
- Secure;
- Not transferred to countries without adequate protection.

### 2.1.2 EMPATIA's Ethical Principles

In addition to the definition of general ethical principles (developed in the proposal stage of the Action under the framework provided by the EC) the Consortium established in the initial stage of the Action, a set of additional steering principles consistent with the object of EMPATIA: the improvement of inclusion and deliberative quality of citizen participation in public decision-making processes through the use of digital technologies.

The EMPATIA's principles clarify peculiar ethical challenges related to the main objectives of the project, to enable a more inclusive participation through the use of digital technologies.

These principles have been developed to guide transversally different tasks of the Action, in order to ensure a consistent approach within its four main branches: research, development, piloting and validation, dissemination, and exploitation.

The analysis delivered in this report relies on this set of "Ethical Principles" that have been built on top of the concept and on the objectives defined in the DoA:<sup>3</sup>

- **Social Inclusion.** EMPATIA shall be used to reduce barriers to citizen participation, targeting the weakest social groups and providing multiple venues for active engagement. Under no

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<sup>3</sup> A first version of these principles have been developed within the Dissemination Plan (Deliverable 5.1) and used as a driver of the Open Access strategy of EMPATIA.



circumstances EMPATIA shall be used in processes that discriminate groups or minorities, which entitled to participate as part of the community engaged in the process.

- **Deliberative Quality.** EMPATIA must aim to enhance the quality of deliberation in the participatory spaces managed through the platform. Deliberative processes delivered through EMPATIA shall be inspired by principles of “ideal speech situation”, meaning: (i) no one capable of making a relevant contribution can be excluded, (ii) participants have equal weighted voices, (iii) participants are free to speak their honest opinion without deception or self-deception, and (iv) there is no coercion built into the process and procedures of discourse. All participants shall be provided with all the information and resources necessary to engage in an informed debate.
- **Multi-Channel Participation.** The use of EMPATIA-based means of engagement should not automatically replace or eliminate other channels of engagement of citizens, but should lead to the design and management of multi-channel Democratic Innovations. Multi-channel democratic innovations are processes that integrate messages and participatory spaces, targeted to different segments of the population, in a system specifically designed to increase and deepen citizen participation in the political decision making process.
- **Personal Data Protection.** EMPATIA must protect the privacy of its users, inform them of the data that will be collected and ask for an explicit consent, in compliance also with local, national, and international regulations on personal data protection. EMPATIA must ensure the enforcement of the principles defined in the Regulation (EU) No 1291/2013 that establishes Horizon 2020: “the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination, and the need to ensure high levels of human health protection” (article 19, Regulation (EU) 1291/2013).
- **Transparency.** EMPATIA aims to increase accountability over the implementation of decisions made through the participatory processes and on the overall activity of the platform and its management. EMPATIA shall follow the Open Access principles defined by the EU Commission in Horizon2020 and integrated in Article 29 of the GA of EMPATIA: all the knowledge collected and generated though EMPATIA must be publicly released in open format for any non-commercial purpose, including especially research and independent monitoring and evaluation. In particular data collected and generated through the use of EMPATIA’s platform shall be released in a public data repository, with appropriate measures to make it possible for third parties to access, mine, reproduce and disseminate for any non-commercial purpose, free of charge for any user.

- **Legality.** No use or configuration of EMPATIA platform can infringe or abridge existing laws and regulations (local, national or international regulations) existing in the context where the pilot is implemented.
- **Commons.** EMPATIA is conceived in the first instance as a “non-exclusive” and “non-appropriable” tool. It shall be freely available to third parties and oriented to favour use and reuse, rather than to exchange as a commodity. This new public domain involves the distribution and communal ownership of informational and instrumental resources, and technology designed to be used by the community of which they are created for, and elsewhere by all those who share and respect its main principles.

## 2.2 From principles to policies:

The principles that guide the ethical approach of EMPATIA have been enforced along the Action through the implementation of ethical policies. These policies have been steering all the tasks and activities entailing active engagement of human beings, and in particular:

- In WP3, in the Pilots of EMPATIA in the cities of Lisbon, Milan, Říčany and Wuppertal, where citizens have been involved in consultations and deliberative processes regarding public policies at local level, with the active engagement of the local Municipalities. During the pilots the partners had to manage a significant amount of:
  - personal data collected for Pilot’s related purposes of users identification and statistic analysis;
  - public content generated by users within the framework of the participatory process delivered in each pilot (e.g. A new proposal for the refurbishment of a public park).
- In WP4, for the purposes of Impact Assessment, participants in pilots and other stakeholders have been involved in research activities aimed at evaluating social and behavioural impacts of the scientific and technical results of EMPATIA. Additionally, in this case, personal data from participants have been collected, including sensitive information regarding their experience within the Pilots.
- In WP5, for purposes of communication, stakeholders have been involved in dissemination activities entailing the collection of a minimal set of personal contacts (e.g. Email, phone numbers).

In order to ensure proper alignment between the ethical principles and the delivery of this tasks, the consortium has adapted these ethical policies to all the “cases of use” where potential ethical risks have been detected.

The ethical policies of EMPATIA are organized through three main groups of policies and norms: the privacy policy, the terms of service (ToS) and the IP policies and licenses, each one entrusted to the enforcement of a subset of principles.

**Table 2-1- Policies and Principles Enforced**

Policy	Principles enforced
EMPATIA privacy policies (Chapter 3,4,5)	<ul style="list-style-type: none"> <li>● <b>Privacy:</b> How to ensure the protection of the personal data of the users of EMPATIA;</li> <li>● <b>Transparency:</b> How to ensure transparency and provide open access to the results of EMPATIA, including data generated by the users through their active engagement in the DIs implemented through EMPATIA;</li> <li>● <b>Legality:</b> The compliance with Law provisions referred to the policies on personal privacy and data management.</li> </ul>
EMPATIA's Terms of Service (Chapter 3,4,5)	<ul style="list-style-type: none"> <li>● <b>Social Inclusion:</b> how citizens are involved in PB and general DI's, the strategies that are developed to guarantee the access for different social groups, the spatial dimension of Social Inclusion;</li> <li>● <b>Deliberative Quality:</b> how the social and non-expert knowledge of inhabitants actually contribute to the development of alternatives proposal/policies;</li> <li>● <b>Multi-channel Participation:</b> The strategies of design and management of multi-channel Democratic Innovations aimed to reduce the new barriers introduced by the integration of ICT on e-governance;</li> <li>● <b>Privacy:</b> How to ensure the protection of the personal data of the users of EMPATIA;</li> <li>● <b>Legality:</b> The compliance with Law provisions referred to the scope of Democratic Innovations carried out through EMPATIA and the potential conflicts of attribution with institutional bodies in charge of policy making;</li> <li>● <b>Commoning:</b> The legal framework to ensure the non-exclusivity and the reusability of the results of EMPATIA, including scientific content, creative content, software and data generated through the delivery of Democratic Innovations.</li> </ul>
EMPATIA IPR Policies (Chapter 6)	<ul style="list-style-type: none"> <li>● <b>Transparency:</b> How to ensure transparency and provide open access to the results of EMPATIA, including data generated by the users through their active engagement in the DIs implemented through EMPATIA;</li> <li>● <b>Commoning:</b> The legal framework to ensure the non-exclusivity and the reusability of the results of EMPATIA, including scientific content, creative content, software and data generated through the delivery of Democratic Innovations.</li> </ul>

In this report we will describe in detail the whole process of development, adaptation and implementation of the ethical policies of EMPATIA. In particular:

- Chapter 3 includes a detailed description of the activities carried out along the first year of the Action in order to map ethical risks in EMPATIA and prepare the ethical policies;
- Chapter 4 includes a detailed and extensive report of the adaptation and implementation of Ethical policies in Pilots, where the majority of ethical risks were detected;

- Chapter 5 provides an overview of the ethical challenges related to future use of EMPATIA methods and tools after the end of the Action.
- Chapter 6 reviews the implementation of the Open Access Strategy of EMPATIA, checking the compliance between the IPR policy and the ethical principles of the Action

## 2.3 Ethical Principles and Reuse Scenarios for EMPATIA's Results

A large part of this report focuses on the review of the enforcement of EMPATIA's ethical principles during the delivery of the Action in the pilots, and in any other activities entailing the active engagement of individuals and the collection and management of their data.

Nonetheless, one of the general objectives of EMPATIA is the creation of the condition for dissemination and exploitation of the technical and scientific results of the project. This refers to the replication of the methods for citizen engagement in Democratic Innovations and the digital technologies used to support their delivery, in different contexts other than those of EMPATIA's pilots.

Future reuse of EMPATIA results will not necessarily take place within the framework of a Research and Innovation Action, as it was the case of the Pilots. Nonetheless, the delivery of a Democratic Innovation that uses digital technologies to engage people in decision-making processes, requires a number of ethical protocols to properly manage the process even if carried out in ordinary conditions. Many of the ethical principles defined for EMPATIA's use cases are indeed valid for future scenarios of re-use of methods and technology.

For this reason we dedicated part of this document to define possible scenarios of replication of EMPATIA, and consequent "ethical risks scenarios" that will require management through the implementation of proper measures and policies. This activity is reported in Chapter five and is focused on:

- Identification of relevant regulations, standards and laws at local, national and international level, with reference to the Scenarios for replication and adaptation previously identified. In particular we focused on the implications of the enforcement of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), that would significantly change the regulatory framework for the implementation of digital democratic innovations in Europe.
- Identification of possible future Scenarios of replication and reuse of EMPATIA methods and technology, and analysis of ethical implications for each Scenario.
- Definition of final guidelines and policy templates for the fair enforcement of EMPATIA's ethical principles of Privacy Protection and Open Access, with reference to the Scenarios for replication and adaptation previously identified;



### 3 Background of SEL analysis.

*This Chapter introduces the guidelines and the management tools used in EMPATIA to ensure the compliance of the project's activities with the ethical principles previously described. The chapter reports the preliminary set of guidelines for the enforcement of EMPATIA's Ethical Principles provided in December 2016, before the start of collection of personal data from users in EMPATIA's Pilots.*

*The chapter includes the definition of reference models for the core ethical policies of EMPATIA: Privacy Policy and Terms of Reference for the various sites, services and any other means of data collection delivered during the Action.*

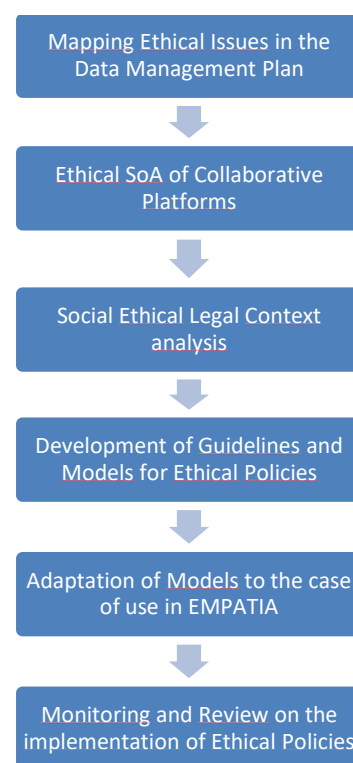
#### 3.1 Strategy for Ethical Data Management in EMPATIA

This chapter includes a detailed description of the activities delivered during the first year of the project and before the start of EMPATIA's pilots, related to the preparation of guidelines, models and policies necessary to enforce the ethical principles of EMPATIA.

Indeed, along the delivery of the second year of EMPATIA, a significant number of personal data has been collected and elaborated in different contexts, for different purposes and through a variety of means and tools, digital and in person.

In order to ensure a proper enforcement of the ethical principles defined in the previous chapter, CES, the ethical coordinator of EMPATIA, developed a methodology based on the following pillars that will be explained in details in the next sub-chapters:

**Fig 3-1 - Strategy for Ethical Data Management**



##### 1) Mapping ethical issues in the Data Management Plan (→sub-chapter 3.2)

Since M06 of EMPATIA, we developed and maintained a shared Data Management Plan (DMP), where all datasets created during the Action have been mapped and indexed. In this manner we clearly identified the scope of application of SEL analysis and the variety of contexts and purposes of personal data collection in pilots and in any other activity related to EMPATIA.

The DMP, completed at the end of year 1, includes a specific section dedicated to the analysis of ethical risks for each new dataset created along the Action, identifying the kind of policy required accordingly.

## **2) State of the Art of Ethics in Collaborative Platforms (→sub-chapter 3.3)**

Research was conducted to define a detailed State of the Art of ethics in collaborative platforms for democratic innovations. 16 case studies have been analysed in order to define best practices and preliminary recommendations. An extensive report has been published in D1.3 at the end of the first year and is included in 0.

## **3) SEL Context Analysis (→sub-chapter 3.4)**

Within the framework of WP1 we analysed the social ethical and legal profile of the context of implementation of EMPATIA's pilots. In particular we focused on the definition of specific societal challenges related to the implementation of Democratic Innovations in pilots, and on the legal requirements for personal data protection defined at local level.

A detailed report has been prepared and published in D1.3 at the end of the first year and is included in 0.

## **4) Development of Ethical Guidelines and Policy templates (→sub-chapter 3.5)**

We developed a set of guidelines and policy models and templates aimed at the enforcement of the ethical principles of EMPATIA and based on the analysis of existing best practices already in use on other collaborative platforms for citizen engagement.

Models have been defined for:

- Privacy policies
- Terms of use (for the digital services based on EMPATIA).

Sub-chapter 3.5 summarizes the guidelines used to define the templates, published in 0 and 0.

## **5) Adaptation of the policies to the context of use (→sub-chapter 3.5)**

The model policy provided have been adapted for the case of use identified in the Data Management Plan, focusing in particular on the pilots of EMPATIA, where a significant number of ethical risks have been identified.

For each case of use we created a specific set of ethical policies to be used during the delivery of the actions, including privacy policies, terms of use and special agreements in those cases where third parties are involved in the delivery of project's activity.

In the sub-chapter 3.6 we provide a description of all the adaptation of policy templates into actual policies that have been included in Annex (ANNEX H to ANNEX R)

## **6) Monitoring and Review of the Implementation of Ethical Guidelines and Policies**



Along the delivery of the Action, the ethical coordinator monitored the implementation of ethical guidelines and provided guidance to the members of the consortium directly engaged in the activity of data collection and processing in the pilots of EMPATIA.

Chapter 4 includes a detailed review of the Implementation of ethical guidelines in the pilots of EMPATIA.

### 3.2 Data Management Plan: Mapping Ethical Risks and Challenges

Since the beginning of the Action we developed and kept updated a shared Data Management Plan (DMP). The DMP “describes the data management life cycle for the data to be collected, processed and/or generated”<sup>4</sup> in EMPATIA.

With the purpose of making research data findable, accessible, interoperable, and re-usable (FAIR), the DMP includes information on the handling of research data during and after the end of the project. The DMP have been kept updated along the project on the internal wiki of the project (<https://wiki.empatia-project.eu/doku.php?id=dmp>) and will be updated until the last month, to be finally published together with the D 6.2 - final report of EMPATIA.

The most updated version of the DMP, as in December 2017, is annexed to this report (0)

The DMP identifies for each dataset created in EMPATIA the following information, relevant for the purpose of this report:

- Definition of Data Management Responsibilities: Data controller and Data processor;
- Purposes of data collection;
- Detailed list of data collected;
- Description of the technical measures adopted to ensure the security of data storage and management;
- Eventual provisions for open access regarding the dataset, specifying what kind of data will be shared and the means of data sharing (including eventual licenses for reuse of data);
- **Map of Ethical issues:** In addition to the information ordinarily included in the DMP, we created a new section dedicated to the analysis of ethical risks for each new dataset created in EMPATIA.

Indeed, only a limited number of datasets created by EMPATIA do actually collect personal data and personally identifiable information regarding the stakeholders and the human participants to the project, while other datasets contain data originally public and/or anonymous, generated by secondary research on public sources.

In the following sub-chapters we describe in details the datasets relevant for the ethical review.

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<sup>4</sup> H2020 Programme Guidelines on FAIR Data Management in Horizon 2020 Version 3.0  
26 July 2016



Table 3-7 – Ethical Risks in Data Management Plan on page 38 includes a summary of the DMP at December 2017.

### 3.2.1 High Risk – Pilots

The four pilots in the cities of Lisbon, Milan, Říčany and Wuppertal, delivered within the framework of WP3, represent the major scope of this report.

During the pilots a relevant number of citizens (approximately 18000 people in total) have been actively involved in complex and hybrid participatory processes and Democratic Innovations aimed at influencing local public policies, through PB processes. Participants have been involved in creating and developing ideas and proposals and in voting/prioritizing projects to be funded with a part of the local public budget.

The complexity of data management in pilots is emphasized by the variety of process design in each pilot and by the peculiarity of each context of implementation.

In all pilots we have been using a set of digital tools to support the active engagement of citizens, and in all cases collecting a variety of personal data and content generated by the users. The delivery of pilots required the collection of personal data for the following purposes:

- To ensure the unique authentication of users, necessary to take part in the processes;
- To research, monitor and allow independent monitoring of the delivery and outcomes of the Democratic Innovations managed in pilots;
- To study and research how users and visitors use the digital services;
- To communicate with users regarding eventual updates to EMPATIA's services and to related policies.

The peculiarity of each pilot required the design and adaptation of specific privacy policies consistent with the local legal framework for data protection.

All pilot also required the definition of specific terms of use to regulate the interaction between the users and the digital services deployed.

Finally, each pilot required the configuration of specific agreements where it has been established the responsibilities of the third parties – i.e. the municipalities involved in the delivery of pilots.

**Table 3-1- High Risk - Pilots**

ID	Name	Description	WP	Data Controller	Data Processor	Other Parties involved
8	Pilot – Lisbon	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Lisbon (Portugal) through the site: <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>	3	ONE	ONE	Municipality of Lisbon
9	Pilot – Milan	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Milan (Italy) through the dedicated website <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a> . The EMPATIA's service is deployed in this pilot in integration with the services managed by the partner UNIMI, based on the open and free tool OpenDCN.	3	Municipality of Milan	UNIMI, CES	Municipality of Milan
10	Pilot – Říčany	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Říčany (CZ Republic) through the dedicated website: <a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a> . The EMPATIA's service is deployed in this pilot in integration with the services of the partner D21, based on proprietary technology.	3	D21	D21	
11	Pilot – Wuppertal	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Wuppertal (Germany) through the dedicated website: <a href="https://wuppertal.empatia-project.eu/">https://wuppertal.empatia-project.eu/</a> .	3	ZLOG	ZLOG	Municipality of Wuppertal

### 3.2.2 Medium Risk – Impact Assessment

Relevant ethical issues are detected for the dataset created with the purpose of Impact Assessment within the framework of WP4 – Impact Assessment, led by Brunel University.

The dataset includes all the information collected during the activity of evaluation of the scientific and technical results of EMPATIA in each pilot. With the purpose to evaluate social and behavioural impact of EMPATIA, we collect personal data from human participants in the EMPATIA's pilots, through questionnaires delivered both online and in person.

Impact Assessment is organized around four groups of Key Performance Indicators:

- Technical KPIS, regarding the technical performance of the platform;
- Behavioural KPIS, regarding the user experience with the platform and other technical tools used during the project;
- Socio-economic KPIS;

- Political KPIS, focused on the analysis of the impact of pilots on inclusiveness and political alienation.

The dataset description included in the Data Management Plan (0) contains a detailed description of the data collected in order to measure the KPIs defined for each group.

Data collected for impact assessment are not a requirement to participate to EMPATIA's pilots (for which a simpler set of data is requested for user's identification, as explained in the previous sub-chapter). Even if most of the data collected regards the evaluation of the experience of participants in the pilots, all the participants decided voluntarily to provide their data, in separate opportunities (i.e. sessions) and in some case also through different channels of data collection than those used for Pilots delivery.

For the purpose of Impact Assessment we prepared, from an early stage of the Action, an ad hoc privacy policy and models for informed consent (for online and in person data collection), different from those used in Pilots delivery.

**Table 3-2- Medium Risk – Impact Assessment**

ID	Name	Description	WP	Data Controller	Data Processor	Other Parties involved
7	Evaluation & Impact Assessment	This dataset includes the data collected for the purposes of the evaluation and impact assessment of the project. It includes data collected via surveys delivered both online and in-person to stakeholders and participants of EMPATIA's pilots.	4	BRUNEL	BRUNEL, CES	Ethical committee of Brunel University.

### 3.2.3 Low Risks - Dissemination

Two datasets have been created within the framework of WP5 - Dissemination, and present minimal ethical risks. These two database have been created mainly for internal purposes of keeping an updated list of contacts for dissemination purposes, collecting the emails voluntarily provided by the website visitors.

In one case (ID 5) we collected the email from the visitors to the main site <https://www.empatia-project.eu/>.

In the other (ID 6), we collected the emails of contributors to the crowdsourced mapping project realized together with the IOPD (International Observatory on Participatory Democracy) <https://oidp.empatia-project.eu/>

**Table 3-3- Low Risks - Dissemination**

ID	Name	Description	WP	Data Controller	Data Processor	Other Parties involved
5	Dissemination Networks	This dataset includes the information and personal data collected through the main website of the project <a href="http://empatia-project.eu/">http://empatia-project.eu/</a> . The main website will be used to disseminate the result of EMPATIA to the broader public, and at the same time to feed and maintain a community of users and followers of EMPATIA.	5	CES	ONE	NA
6	Mapping Participatory Innovations	This dataset includes the information and personal data collected through the survey website of the project <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a> . The survey website is sponsored by the OIDP network, the OIDP 2017 conference, the EMPATIA project, and Participedia project. The objective of this survey was to collect and share data about a variety of participatory processes implemented by OIDP partners, and at the same time to feed and maintain a community of users and followers of democratic innovations which are related to EMPATIA.	5	CES	ONE	NA

Both case requires the use of proper terms of service and privacy policies to make transparent to the users of the aforementioned sites the use of email collected and, in the case of DB 6, the use of the data regarding participatory processes mapped in the research activity together with the OIDP.

### 3.3 Ethical State of the Art of Collaborative Platforms

During the first year of the Action we delivered a detailed ethical analysis of collaborative platforms currently being used in the management of DIs in Europe, Latin America, Canada and United States. The analysis focused on the state of the art and aimed at collecting input and defining ethical standards to be adopted in the deployment of EMPATIA.

There are dozens of Collaborative Platforms currently being used to design and manage Democratic Innovations, including PB ones. Sometimes it happens that existing Content Management Systems (general purpose platforms) as Drupal or Wordpress are customized to meet the needs of DIs. In many cases, specific platforms are developed.

For the purposes of the SEL analysis we decided to select a limited sample among them, because a complete mapping of all the platforms in use would have been an impossible task to achieve in time for the completion of the project. The list of chosen platforms aims to represent the greatest variety of digital tools already in use. In order to narrow down the list, we have taken into account

the country of development, the main language, the budget, the existence of a grant to fund its development, the typology use of platform (e.g. PB, consultation, voting and more), and the type of deployment (i.e. custom platform for a single use case, closed source or open source platforms for many use cases). We have selected eight digital platforms. In the 0 we present the detailed results of their analysis:

1. Citizen Budget <http://citizenbudget.com>
2. Paris In-house platform <https://budgetparticipatif.paris.fr/bp/>
3. Consider.it <https://consider.it/>
4. Consul <https://github.com/consul/consul>
5. Liberopinion <https://liberopinion.com/>
6. Participare/WMOP <https://participare.io/>
7. Loomio <https://www.loomio.org/>
8. Your Priorities <https://yrpri.org>

The first draft of the platform analysis including all the data that is reported in the Annex C. It includes, for every platform:

- a brief description, including the most relevant features;
- some screenshots to show the login process and others relevant interactions;
- the results of the questionnaire itself.

In order to check the applicability of the EMPATIA principles, we decided to start from scratch, narrowing down an internal survey based on sixty key questions (0). The main focus has been to conduct the analysis without the necessity of interaction with human agents (e.g. developers, managers, sellers, civil servants, final users or others). All data have been deducted from the analysed platforms as it is presented to the end user, through the same front end interfaces used by participants, tested in real use cases or in demo versions. The survey on the Ethical State of the Art of Collaborative Platforms for Democratic Innovation consists of four sections:

1. Short description of case observes: Where and if possible, we distinguish the platform itself from the analysed case, assign an ID number, indicate if any grant has been given;
2. Methodological/functional: study of the possible deployments (if present), of the involved technologies and of the provided features, matching or not the EMPATIA components list.
3. Ethical approach: standards. The Ethical analysis in this context aims at assessing: the level of compliance with Intellectual Property Right standards (e.g. informed consent, availability of TOS, and level of understanding/ typology of licence), with the Privacy Standards (e.g. collected data, right to be forgotten, etc.), with a list of security features in order to ensure Privacy & Personal data protection, with the established Open Access features.
4. Legal: level of legal autonomy, also depending on the different deployment

**The complete research data and findings are published in the 0.**

### 3.4 Social Ethical and Legal Context Analysis

During the first year of the Action we analysed in detail the social, ethical, and legal context of pilots, in order to define reference scenarios for the implementation of ethical policies in each pilot, including:

- Preliminary analysis of most relevant socio/economic indicators for the local context;
- Identification of the participatory context, pre-existing democratic innovations and governance systems;
- Identification of main challenges and opportunities related to the improvement of social inclusion and deliberative quality of multi-channel DIs;
- State of the Art of privacy protection and data accessibility before the inception of EMPATIA's pilots;
- Identification of relevant regulations and laws at local and national level.

In order to gather all these information, during the first year of the action CES delivered a “Context Survey” with the support of the organizers of pilots in Lisbon (PT), Wuppertal (GER), Říčany (CZ), including:

- the other partners of the consortium in charge of pilots implementation;
- the civil servants in charge of pilots implementation in each of the municipalities involved.

The Context Survey (0) is composed by 80 questions divided into three blocks, respectively referred to the social, ethical, and legal variables identified as relevant for the preliminary analysis of the context.

The survey has been delivered using data collected through primary and secondary sources, including in particular:

- Eurostat datasets;
- National statistical institutes of Portugal, Germany and Czech Republic;
- Websites of the local authorities involved in pilots and, where existing, websites and platforms related to previous DIs delivered in the context of implementation of EMPATIA's pilots;
- Interview to organizers of previous DIs delivered in the context of implementation of EMPATIA's pilots;

**The complete research data and findings are published in the 0.**

### 3.5 Ethical guidelines and Policy templates

Once we acquired all the necessary information regarding the context of implementation of pilots and keeping in mind the findings of the research on the Ethical SoA for platforms, we developed a first set of Ethical Policies aimed to enforce the principles of EMPATIA in pilots and in any other cases of use mapped in the Data Management Plan.

The policies are composed by:

- Privacy Policy - the information on personal data management of EMPATIA's participants in the various pilots and other activities;
- Terms of Service – the bundle of rights and duties related to the use of the digital services deployed under the umbrella of EMPATIA.
- Informed Consent – a transversal principle regarding all the interactions involving humans in EMPATIA.

#### 3.5.1 Privacy Policy Guidelines

For each case in which personal data is collected, a specific privacy policy is adopted and used to establish rights and to inform the users about the collection, use, disclosure and management of their personal data.

Each deployment of EMPATIA that implies the collection and management of personal data requires an explicit consent by the user upon the acceptance of the conditions stated in a specific “Information Sheet” created for the particular occasion.

The following elements shall be included in all privacy policies licensed under the umbrella of EMPATIA.

- Clear definition of the scope of the privacy policy;
- Roles of the organizations involved, specifying when possible: data controller, data processor(s), responsible part for archiving and preservation (if different from the previous ones);
- Existence of third parties with access to personal data;
- Policy enforcement date;
- Entity responsible for policy approval/review;
- Description of the purposes of the data collection;
- List/description of what kind of personal data will be collected;
- Description of under which circumstances will data be collected;



- Reference to international/national/local regulations that represent the legal framework of the policy;
- Security measures for data protection (physical and logical);
- Procedures for archiving or destroying data;
- Procedures and conditions for accessing personal data,
- Procedures and conditions for accessing anonymised open data in compliance with the art. 29.3 of the GA of EMPATIA;
- Procedures to withdraw and to opt-out;
- Forms of explicit consent;
- Procedures to file a formal complaint on the subject matter (e.g. through the ombudsperson).

**The Template for the Privacy Policy based on these guidelines (Dec 2016) is published in 0.**

### 3.5.2 Terms of Service Guidelines

Each of the websites and services developed under the umbrella of EMPATIA's Action and tools shall publish their Terms of Service (ToS).

ToS are intended as the bundle of rights and duties related to the use of the application services provided by the EMPATIA's platform, and could differ depending on the context of deployment and in particular by the kind of democratic innovation managed through that specific deployment.

In any case, all ToS developed in EMPATIA should include the guidelines described below:

- Definitions and disambiguation;
- Identification of roles responsibilities (and eventual liabilities) regarding the services provided, including eventual role of third parties;
- Behavioural guidelines and definition of proper use of the service, including what line of action will be put into place in light of potential misuse by participants, managers, and partners;
- IP Policy related to content and data produced by the users or generated by the platform;
- Declaration of ethical principles;
- Rules to changes the ToS;
- Procedures to file a formal complaint on the subject matter (e.g. through the ombudsperson);

The policy regarding the use of Cookies and the role of third party software can be considered a specific subset of the ToS. These two features will also directly influence the principles of privacy protection and transparency, since they could affect:

- The transfer of personal information to third parties adopting a different privacy policy than the one used by EMPATIA;
- The transfer of IPR to third parties adopting a different IP policy than the one used by EMPATIA.



**The Template for the Terms of Services based on these guidelines (Dec 2016) is published in 0.**

### 3.5.3 Informed Consent Guidelines

Adapting the historical definition included in the “Directive 2001/20/EC relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use”<sup>5</sup>, EMPATIA frames the Informed Consent as the decision, which must be recorded, dated, and explicitly approved, to take part in an activity that entails the collection of personal data, taken freely after being duly informed of its nature, significance, implications, and risks and appropriately documented, by any person capable of giving consent (or, where the person is not capable of giving consent, given by his or her legal representative). The Informed consent form must contain adequate information to meet the necessary requirements.

As highlighted in the introduction to this chapter, different form of consent shall be used according to the kind of activity delivered. The consent form will be used in particular:

- when conducting survey, participatory research activities, etc.
- for the acceptance of the ToS and of the privacy policy on one of the online application services managed through the EMPATIA platform, meaning both EMPATIA main site and the sites created for the pilots.

For any Informed consent request, an information sheet should be provided.<sup>6</sup> EMPATIA defines as Information Sheet, a short, simple and “human readable” text, outlining the rights and privacy protections of users together with the permission of access of data, purposes and conditions, as detailed in the Terms of Service and in the Privacy Policy (the original policies shall be accessible and linked to the information sheet).

In order to provide accessible information together with request of explicit informed consent, EMPATIA’s ethics coordinator proposed to use in its pilots and in the main website the following guidelines:

- The information sheets must be accessible:
  - o before the request of the informed consent, during the process of registration of users;
  - o always accessible in the footer of the websites or in other menus directly accessible by the homepage;

<sup>5</sup> “Clinical Trials - Directive 2001/20/EC - European Commission,” accessed November 28, 2016, [http://ec.europa.eu/health/human-use/clinical-trials/directive/index\\_en.htm](http://ec.europa.eu/health/human-use/clinical-trials/directive/index_en.htm).

<sup>6</sup> “FP7 Guidance for Applicants - Informed Consent,” accessed November 28, 2016, [http://ec.europa.eu/research/participants/data/ref/fp7/89807/informed-consent\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/fp7/89807/informed-consent_en.pdf).

- o the information sheet shall be presented in a human readable format, easily understandable also for those users without a legal background.<sup>7</sup>
- The accessibility of the information sheet and policies published on the EMPATIA platform and pilot websites is considered:
  - o An internal requirement for the Information sheet/privacy policy;
  - o A mandatory requirement for the policy on cookies;
  - o Strongly suggested for the ToS, the third party policy and the IP policy.

## 3.6 Adaptations

Despite being inspired by the same Ethical Principles and developed under the same framework of the EU regulations<sup>8</sup>, EMPATIA's ethical policies are also influenced by national and local laws as well as regulations regarding privacy protection that cannot be abridged or infringed. For this reason, each activity that will entail collection of personal data – and in particular for the case of the Pilots foreseen in Czech Republic, Germany, Portugal - requires the adaptation of the policy models of EMPATIA to the contextual social, ethical, and legal requirements.

### 3.6.1 Policies for Pilots

Pilots of EMPATIA represented the major challenge for adaptation, considering the variety of pilot designs, the peculiarity of each context of implementation and the complexity of the ethical issues represented by the active engagement of a large number of individual participants.

Differently from other policies used for mere research purposes, in these cases we had to define an ethical and legal framework able to support the delivery of actual public consultations and deliberations with direct influence on public policies at local level.

As previously referred, all pilots required the collection of personal data for the purpose of verification of the identity of the users, necessary to take part to the public consultations carried out in pilots, according to specific local requirements.

The adaptation to local context implied the definition of a detailed system of responsibilities including specific duties for the public bodies involved in the pilots (the municipalities of Lisbon, Milan, Říčany and Wuppertal). The adaptation of ethical policies for pilots was carried out actively involving the local partners, in charge of each pilot's implementation, and the legal offices of the municipalities involved.

The adaptation focused on:

- o Translation of the content in local language;

<sup>7</sup> A good reference is the way creative commons present their licenses as for example here: <https://creativecommons.org/licenses/by/4.0/>.

<sup>8</sup> <http://ec.europa.eu/justice/data-protection/>

- Compliance between the templates, the national regulation and the local policies already enforced at municipal level;
- Specific functional features of digital participation peculiar of each pilot.

For each pilot we developed:

- **Privacy Policy**, the core policy that enforce the protection of the personal data of the participants to the democratic innovations delivered in the EMPATIA's pilots in compliance with the local, national, and international legal framework on personal privacy and data management.
- **Terms of Service agreement (ToS)** regarding the digital services used during each pilot. It is the formal and binding agreement between the users of the platform/participants of the process, and the organizers and manager of the services.
- **Agreements/protocols** between EMPATIA's partners and the local administrations.

**Table 3-4 - Adaptation - Policies for Pilots**

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use	Agreement
8	Pilot – Lisbon	3	ONE	ONE	Municipality of Lisbon	0	0	0
9	Pilot – Milan	3	Municipality of Milan	UNIMI, CES	Municipality of Milan	0	0	0
10	Pilot – Riçany	3	D21	D21	NA	0	0	NA
11	Pilot – Wuppertal	3	ZLOG	ZLOG	Municipality of Wuppertal	0	0	0

Chapter 4 includes a detailed description of the adaptation process carried out for each pilot, describing in details the local challenges faced along the second year of EMPATIA.

### 3.6.2 Policies for Impact Assessment

The objective of the impact assessment focuses on the collection of data regarding key performance indicators, in order to evaluate the technical, social, and behavioural impact of the Action.

Differently from the delivery of pilots, in this case personal data was collected for mere research purpose, under the responsibility of Brunel University, partner in charge of the WP4, and with the active engagement of CES in processing and management of data.

Even when data collected, for the purpose of impact assessment, regarded the experience of participants in the democratic innovations delivered in pilot, the information was collected through different channels and in separate sessions. As previously described, data have been collected upon voluntary agreement of participants, and the participation to the impact assessment was by no means a requisite for the access to pilots.

Compared with the ethical framework of pilots, this is a more traditional research setting where the management of data is limited to a few academic actors (CES and Brunel), and do not involve other third parties outside of the consortium.

CES prepared together with Brunel University, a privacy policy, and a model of informed consent to be used for all the research activity for the purpose of impact assessment.

The policy for Impact assessment has received approval by the Ethical Committee of the Brunel University on November 2016 (see Annex G).<sup>9</sup>

**Table 3-5 - Adaptation - Policies for Impact Assessment**

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use	Agreement
7	Evaluation & Impact Assessment	4	BRUNEL	BRUNEL, CES	Ethical Committee of Brunel University.	a)	NA	NA

The Activity of WP4 – Impact Assessment will be extended until March 2018 (M27), which means that is still on-going at the time of writing this report.

The final Deliverable D 4.2 will include a methodological section in which will be detailed the deployment strategy for the research questionnaires tailored on each pilot's requirement.

### 3.6.3 Other Policies

Finally, there are two other cases of dataset adaptation, which included collection of personal data for networking purposes.

<sup>9</sup> During the first year of the Action another parallel request of approval has been submitted to the CNPD, the Data Protection Authority for Portugal, related to the data collection for impact assessment purposes in the framework of the research activity of EMPATIA, where CES was proposed as Data Controller for this activity. The request, is undergoing processing (Proc. n.º 18275/2016) and no feedback has been received at December 2017, last month covered by this report and by the activity of data collection foreseen for this task. For this reason the activity of data collection and processing related to the Impact Assessment of EMPATIA has been delivered under the framework provided by the Brunel University (WP Leader for the WP4 – Impact Assessment) and described in this chapter 3.6.2.

In both cases the adaptation have been minimal with respect to the models provided: no translation have been required and the provisions already included in the original models were sufficient to cover the minimal ethical risks related to these two datasets.

In the following tables we directly report the links to the policies published in their respective websites.

**Table 3-6 – Adaptation - Other Policies**

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use
5	Dissemination Networks	5	CES	ONE	NA	<a href="https://www.empatia-project.eu/page/privacy_policy">https://www.empatia-project.eu/page/privacy_policy</a>	<a href="https://www.empatia-project.eu/page/user_terms">https://www.empatia-project.eu/page/user_terms</a>
6	Mapping Participatory Innovations	1	CES	ONE	NA	NA	<a href="https://oidp.empatia-project.eu/auth/useTerms">https://oidp.empatia-project.eu/auth/useTerms</a>

**Table 3-7 – Ethical Risks in Data Management Plan**

ID	Name	Description	WP	Data Controller	Data Processor	Other Parties	Ethical Risks	Privacy Policy	Terms of Use	Agreement	Open Access	Deliverable
1	Social Ethical and Legal Context of Pilots	This dataset includes public data regarding the context of implementation of the four pilots of EMPATIA, collected through secondary sources. This dataset is used to deliver the of Social, Ethical, and Legal analysis of EMPATIA's pilots	1	CES	CES	NA	NO	NA	NA	NA	Yes, Complete	D 1.3; D 1.5
2	Platforms Ethics	This dataset is the result of the Ethical analysis of a sample of sixteen collaborative platforms currently used in the management of DIs in Europe, Latin America, Canada and United States. The analysis focused on the state of the art and aims to collect input and define ethical standards to be adopted in the deployment of EMPATIA.	1	CES	CES	NA	NO	NA	NA	NA	Yes, Complete	D 1.3; D 1.5
3	Platforms' performance data	This dataset includes the information regarding the performance of the EMPATIA platform.	2	ONE	ONE	NA	NO	NA	NA	NA	Yes, Partial. No anonymization required	D 4.2
4	Scientific Dissemination	This dataset includes the information regarding the Scientific Dissemination of the project, including Scientific Articles submitted and approved for publications, books and chapters in books, papers presented to scientific conferences, articles in specialized magazines, and any other scientific result disseminated through the scientific community.	5	CES	CES	NA	NO	NA	NA	NA	Yes, Complete	D 5.4
5	Dissemination Networks	This dataset includes the information and personal data collected through the main website of the project <a href="http://empatia-project.eu/">http://empatia-project.eu/</a> . The main website will be used to disseminate the result of EMPATIA to the broader public possible and at the same time to feed and maintain a community of users and followers of EMPATIA.	5	CES	ONE	NA	LOW	<a href="https://www.empatia-project.eu/page/privacy_policy">https://www.empatia-project.eu/page/privacy_policy</a>	<a href="https://www.empatia-project.eu/page/privacy_policy">https://www.empatia-project.eu/page/privacy_policy</a>	NA	No	NA
6	Mapping Participatory Innovations	This dataset includes the information and personal data collected through the survey website of the project <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a> . The survey website is sponsored by the OIDP network, the OIDP 2017 conference, the EMPATIA project, and Participedia project. The objective of this survey is to collect and share data about a variety of participatory processes implemented by OIDP partners, and at the same time to feed and maintain a community of users and followers of democratic innovations which are related to EMPATIA.	1	CES	ONE	NA	LOW	NA	<a href="https://oidp.empatia-project.eu/aut/terms">https://oidp.empatia-project.eu/aut/terms</a>	NA	YES, excluded the email	NA
7	Evaluation & Impact Assessment	This dataset includes the data collected for the purposes of the evaluation and impact assessment of the project. It includes data collected via surveys delivered both online and in-person to stakeholders and participants of EMPATIA's pilots.	4	BRUNEL	BRUNEL, CES	Ethical committee of Brunel University.	MEDIUM	ANNEX F) Privacy Policy/for Impact Assessment & Ethical Approval	NA	NA	Yes, Anonymization required	D 4.2
8	Pilot – Lisbon	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Lisbon (Portugal) through the site: <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>	3	ONE	ONE, INLCO, CES	Municipality of Lisbon	HIGH	ANNEX G) Privacy Policy/for Impact Assessment 1 - Lisbon	ANNEX H) Terms of Use Adaptation 1 - Lisbon	ANNEX I) Local Agreement 1 - Lisbon	Yes, Anonymization required	D 3.2
9	Pilot – Milan	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Milan (Italy) through the dedicated website <a href="http://www.biancopartecipamilano.it">http://www.biancopartecipamilano.it</a> . The EMPATIA's service is deployed in this pilot in integration with the services managed by the partner UNIM, based on the open and free tool OpenDCN.	3	Municipality of Milan	UNIM, CES	Municipality of Milan	HIGH	ANNEX J) Privacy Policy/Adaptation 2 - Milan	ANNEX K) Terms of Use Adaptation 2 - Milan	ANNEX L) Local Agreement 2 - Milan	Yes, Anonymization required	D 3.2
10	Pilot – Riga	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Riga (CZ Republic) through the dedicated website: <a href="https://www.preknapiericary.cz/">https://www.preknapiericary.cz/</a> . The EMPATIA's service is deployed in this pilot in integration with the services of the partner D21, based on proprietary technology.	3	D21	D21		HIGH	ANNEX M) Privacy Policy/Adaptation 3 - Riga	ANNEX N) Terms of Use Adaptation 3 - Riga	NA	Yes, Anonymization required	D 3.2
11	Pilot – Wuppertal	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Wuppertal (Germany) through the dedicated website: <a href="https://wuppertal.empatia-project.eu/">https://wuppertal.empatia-project.eu/</a> .	3	ZLOG	ZLOG	Municipality of Wuppertal	HIGH	ANNEX O) Privacy Policy/Adaptation 4 - Wuppertal	ANNEX P) Terms of Use Adaptation 4 - Wuppertal	ANNEX Q) Local Agreement 4 - Wuppertal	Yes, Anonymization required	D 3.2

## 4 Pilots: Ethical and Legal Review

*This chapter includes a detailed review of the ethical and legal review of the four pilots of EMPATIA. First, we define and summarize specific objectives for this chapter. Second, we provide a general overview of the legal framework of implementation of the ethical policies at European and local level for each pilot. Third, we describe the methodology used to deliver the review of each case, indicating the key issues that has been observed and reported. Finally, an extended sub-chapter has been dedicated to each of the four pilots of EMPATIA, including a detailed review of the implementation of ethical policies for each case.*

### 4.1 Objective of the Chapter

The purpose of this chapter is to review the implementation of the ethical policies in the four pilots of EMPATIA in the cities of Lisbon (PT), Milan (IT), Říčany (CZR), and Wuppertal (GER).

To achieve this purpose this chapter provides a detailed legal review of

- the ethical policies used in each pilot:
  - The **Privacy Policy**, the core policy that enforces the following principles:
    - Privacy: the protection of the personal data of the participants to the democratic innovations delivered in the EMPATIA's pilots;
    - Legality: the compliance with the local, national and international legal framework on personal privacy and data management.
  - The **Terms of Service agreement (ToS)** regarding the digital services used during each pilot. It is the formal and binding agreement between the users of the platform/participants of the process, and the organizers and manager of the services.
- Any other document regulating the internal responsibility within the consortium (partner to partner) and the agreements/protocols signed with third parties in order to define the regulatory framework for each pilots:
  - Agreements/protocols between EMPATIA's partners and the local administrations
  - Consortium Agreement (internal agreement between EMPATIA's Partner)
  - Grant Agreement (agreement between EMPATIA and the EC)

While this chapter focuses on the review of how the ethical policies have been actually enforced in EMPATIA's pilots, in the following chapter we will go beyond the mere evaluation of the Pilot experience, focusing on the actual capability of the public and private parties involved to manage the legal and ethical dimension of DI Processes, designing possible scenarios of future implementation of DI based on EMPATIA platform, and providing a new set of templates for ethical policies.



## 4.2 Overview of Legal Framework for Ethical Policies

The legal framework for the implementation of ethical policies in EMPATIA is composed by multiple and intertwining regulatory layers. The starting point is the Data Protection Directive “Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data”, a European Union directive adopted in 1995 including provisions for the standardization of personal data processing and management. The Directive 95/46/EC has been then adopted in the legal framework of each member state by means of different legal procedures. For example, Italy has a unique law act (Codice per la protezione dei dati personali - D.legislativo 196/2003) that has been updated from time to time, enforced on the national level as a whole; Germany has a federal level law act that applies to every private actor while operating at the federal and state levels’ law acts, which applies to the Public Administrations of the involved federal state; Portugal has multiple law documents and a specific constitutional provision; and so on. On top of this already complex structure must be added the limited capability, from the various public administration, public servants and bureaucrats involved, to be responsive and to effectively be in charge of hosting collaborative platforms for citizen engagement, let alone to manage DI processes. The table below described a comprehensive list of all the legal documents involved into the EMPATIA Pilots.

**Table 4-1 - Legal Framework for Pilots**

Entity	Law acts with referrals
<b>EUROPEAN UNION</b>  <i>General legal frameworks for all pilots and EMPATIA Websites itself</i>	<ul style="list-style-type: none"> <li>• Data protection directive (95/46/EC)</li> <li>• Directive (2002/58/EC) concerning data protection in the specific ICT sector (replacing directive 66/97 on the same issues)</li> <li>• Directive (2006/24/EC) “on the retention of data generated or processed in connection with the provision of publicly available electronic communications services or of public communications networks and amending Directive 2002/58/EC”</li> <li>• Regulation (611/2013) “on the measures applicable to the notification of personal data breaches under Directive 2002/58/EC”</li> </ul>
<b>PORTUGAL</b>  <i>EMPATIA general website, Lisbon</i>	<ul style="list-style-type: none"> <li>• “Artigo 35º da Constituição da República Portuguesa – utilização da informática</li> <li>• Lei 67/ 98 – Lei da proteção de Dados Pessoais (Actuating 95/46/EC)</li> <li>• Lei 41/2004 - Regula a proteção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada) (Actuating directive n.º 2002/58/CE)</li> <li>• Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas”(Transpõe para a ordem jurídica interna a Directiva n.º 2006/24/CE).</li> </ul>
<b>CZECH REPUBLIC</b>  <i>Ricany</i>	<ul style="list-style-type: none"> <li>• Protection of Personal Data Act No. 101/2000 Coll. (Actuating 95/46/EC)</li> <li>• Data Protection Act and the Administrative Code (Act No. 500/2004 Coll.)</li> <li>• Act No. 365/2000 Coll., on information systems of public administration</li> <li>• Act No. 106/1999 Coll., on free access to information.</li> </ul>



<b>GERMANY</b>  <i>Wuppertal</i>	Federal level: <ul style="list-style-type: none"> <li>• The Federal Data Protection Act (BDSG). (Actuating 95/46/EC)</li> </ul> State level <ul style="list-style-type: none"> <li>• State Data Protection Act for North Rhine-Westphalia (DSG - NRW)</li> </ul>
<b>ITALY</b>  <i>Milan</i>	<ul style="list-style-type: none"> <li>• D.legislativo 196/2003 (Codice in materia di protezione dei dati personali consolidato al 14 settembre 2015) (Actuating 95/46/EC and subsequent changes)</li> </ul>

This multi-layered situation will drastically change with the coming General Data Protection Regulation of the European Union (Regulation 2016/679), which will be enforceable into the European Union from the 25th of May 2018. Being a regulation, the GDPR ex art. 288 TFEU will have direct effect in all member states, wiping out all national law schemes not compliant with the new regulation. This will push each member state the responsibility of harmonizing the internal law system with the new EU law scheme. The implementation of the GDPR will deeply change the law scheme in which privacy management is designed throughout the European Union, hence impacting on the scope of EMPATIA activities. The impact of this and uniform set of rules, enforceable in all European Union alike, will be assessed in Chapter 5.

### 4.3 Methodology for Ethical and Legal review of Pilots

In the just exposed complex multi-layer *jure conditio* scenario, our legal and Ethical Review has following this methodology:

We have gathered the relevant documents for project and the pilots, namely:

- Guidelines and Templates of Privacy Policy and Terms of Service for EMPATIA;
- Actual Privacy Policies and Terms of Service documents, as framed by the pilots' teams;
- Relevant EMPATIA consortium documents (Agreements/protocols with the local administrations, Consortium Agreement, Grant Agreement – see *supra*, Background, p.4 and 5).

We assumed, as a starting point, the compliance between the frameworks and the pilots' documents with the corresponding national law scheme, due to:

- The legal documents for the pilots projects' are the result of a complex and effortful dialogue between the EMPATIA consortium and the involved public administrations legal offices, from which the consortium has obtained the consensus on the documents (cfr. 3.6.1 Policies for Pilots);
- The documents' amendment / modification procedure has been delivered on a report-based work scheme; this means that the consortium eventually amended the ethical policies of pilots when any risk factor was reported from a consortium partner, an involved public administration (an event which actually occurred), or some other player during the pilot

delivery. All modifications to the ethical policies have been reported in detail for each case in the subsequent sub-chapters.

Based on the documents' analysis, risk factor reporting, feedback from the pilots, and own legal and ethical expertise from the consortium itself, we have established key issues on which the review will focus, which are described in the next subsections.

### 4.3.1 Key Issues: Legal responsibilities

The first key issue analysed for the legal and ethical review regards the legal responsibilities for the pilot. Each review include a summary table detailing the subsequent information:

- **Data controller:** what entity has the legal attribution of the datasets collected
- **Data processor:** what entity has the actual management of the datasets involved in the DI processes
- **Data holder:** what entity physically holds, stores and manages the data on its servers
- **Public administration:** what is the public administration which endorses the DI process managed by EMPATIA consortium
- **Agreement:** what is the document / procedure that formally binds the EMPATIA consortium partner and the public administration involved (and any other third party If existing)

For each case analysed we prepared a summary table of the legal responsibilities and related contextual issues reviewed.

### 4.3.2 Key Issues: Informed consent

The second key issues observed regards the management of the informed consent procedures and the way in which the ethical policies have been made accessible to the participants. The Ethical Guidelines for EMPATIA required the ethical policies to be organized over a “information sheet / complete version”: a first sheet that explains in one page what the end user must know about the DI processes managed by EMPATIA, and then the complete legal documents. The review focus on the way in which ethical policies are made available to participants in each pilot and how consent on the management of personal data is obtained.

### 4.3.3 Key Issues for Terms of Service review

The Terms of Service documents' review has been focused on four main issues:

- a) Joining the EMPATIA DI Processes “on behalf of another entity” section

The ToS framework on point (a) states: “If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions (...)”. This phrasing in the framework can be improved, in each pilots' documents, with further

information on how to cope with the potential risk of users / subscribers that could enter a DI process on behalf of a collective entity, while not being actually legitimated to act so; this ambiguous formulation seems to leave room for interpretation in terms of proof burden, since this framework phrasing can be interpreted as if EMPATIA consortium were intended to check the actual legitimacy of subscribers, while this legitimacy proof is wholly on the users / subscribers' side.

b) The “human beings users” section

The ToS framework on point (c) states: “Users of the Site shall be human beings. Accounts registered by or other automated methods are not permitted”. This phrasing in the framework can be improved, in each pilots’ documents, with further information on how to cope with the potential risk of welcoming bot / automated subscribers without making explicit who is the entity that has the control powers on users' identity, what are the procedures to control it, and what happens if a registered user does not participate in the offline parts of the DI processes.

c) The “user generated contents” section

A pivotal section in the EMPATIA managed platforms, the user generated contents section in the Terms of Service documents is modelled around the Commoning principle (one of the pillars of EMPATIA project as a whole); in this E&L review section the phrasing in the legal documents is assessed, while in a later part it will be analysed as to how user generated contents are anonymised and publicly released under the EMPATIA Open Access Strategy.

As for the documents analysis, in the ToS documents the Commoning principle is applied under the form of the “Responsibility principle”: we shall make fully understandable that every content produced by users is entirely under their responsibility and that EMPATIA cannot constantly supervise all the UGC, apart from the usual moderation duty.

The ToS framework on point (d) states: “Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>)”. This phrasing in the framework can be improved, in each pilots’ documents, with further information on how to cope with the potential risk of users / subscribers not being fully aware of: when do they create user generated contents, what are the UGCs, who can access to them, what do they declare and warrant entering the DI processes on these issues, what are the concrete terms of the CC license about the sharing / commoning of these elements.

Moreover, on point (a) of the Terms of Service framework is indicated the obligation to insert a link regarding an “Intellectual property” document that provides in detail what are the management policy regarding “creative content, scientific content, datasets, and software code” generated from users' participation in DI processes.

In addition to this application, the EMPATIA experience has demonstrated the necessity and usefulness of an “Etiquette / Rules of conduct” section in the legal documents: we shall publish, with a “soft-power” approach, some guidelines / good manners to operate on the EMPATIA platforms, a list that forms an integral section of EMPATIA documents that regulates the concrete behaviour of the users / subscribers of the EMPATIA platforms.

d) The “third party services” section

One of the principles of the EMPATIA project is making the user / subscriber as less exposed as possible to third party / external / for profit web services actions. These commercial actors often offer web services useful to a collective web process (e.g. web traffic analysis, geo-location, mass emailing) in a free or *freemium* formula, mining and warehousing participants' data in exchange of these services; the principle of “defensiveness” from these services is enshrined into the principles of ethical “multi-channel participation” and privacy management.

For the third party services used by an EMPATIA-managed DI process, the Terms of Services template gives unambiguous indication to pilots' managers: “We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies”. So each pilot is asked to:

- List what third party service will be used, or may be used, in the pilot experience;
- Detail for what purposes a particular third party services has been chosen;
- List the relevant legal documents that apply to the section of the EMPATIA experience that will be managed by and under a third party services.

So the EMPATIA position is that of giving the user / subscriber a full disclosure about the services used and full awareness about the boundaries between the internal DI management from EMPATIA and the external sections in which a third-party control may occur.

#### 4.3.4 Key Issues for Privacy policy review

The Privacy Policy documents' review has been focused on three main issues.

a) The “organization involved roles” section

The PP framework at point (a) states: “The data management for this Site is shared between the following organizations: Data Controller is responsible for the enforcement of the Privacy Policy: (insert party responsible)”. This phrasing in the framework can be improved, in each pilots' documents, with information on who is the Data Controller of the process. More importantly, what does this mean and what rights it has on the data generated in the DI processes managed by EMPATIA.

b) The “amending” section

The PP framework at point (j) states: “This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may amend this policy in the future”. This phrasing in the framework can be improved, in each pilots’ documents, with information on who is the actual entity that has the full responsibility of amending the legal documents, what are the procedures involved, and who to apply in case of need.

c) The “enforceable legislation” section

The PP framework at point (l) states: “The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of [...]”. This phrasing in the framework can be improved, in each pilots’ documents, with information on how to cope with the potential risk of not giving the end users the full scheme of the legislation enforced in that specific pilot (since the multi-layered legal situation detailed in the introductory section of this legal framework), complete with law referrals and precisely determined law acts.

### 4.3.5 Specific Pilot's Issues

At the end of each key issue review for PP and ToS documents, the specific law and ethical circumstance of the pilot was reviewed, focusing on the specific EMPATIA experience with regards to the subsequent fields of analysis (a non-exhaustive listing):

- Legal boundaries between consortium partners involved in the Pilot;
- Level of engagement of the public administration counterpart;
- Presence / absence of the Ombudsman appointee;
- Management of third party contents and positions;
- Ownership of data;
- Feedback from consortium partners and/or from the public administration counterpart and management of these feedbacks;
- Other specific issues for each pilot.

## 4.4 Pilot 1 Lisbon: Ethical Review

The pilot in Lisbon

Lisbon is the capital city of Portugal and is a lighthouse at national level for what regards citizen engagement policies. Indeed, since 2008 the municipality of Lisbon has been continuously running Participatory Budgeting processes, as well as a number of other DIs (cfr ANNEX C Context Analysis). The local participatory system includes PB, thematic consultations, open debates, small grant programs, and other policies delivered by different departments of the municipality, each one using its own method and tool.

EMPATIA pilot in Lisbon had two main objectives:

i) The methodological integration of several tools and channels of engagement in a single organized system accessible by an unique portal for citizen participation. This resulted in the creation of the portal “lisboaparticipa.pt”, where citizens could find information and guidance regarding the participatory system implemented in Lisbon. This activity entailed the coordination between a number of public and private players already responsible for the delivery of each specific DI, and did not involved the collection and management of personal data. Indeed, each participation policy implemented in Lisbon remains under the same legal and ethical responsibility established prior to the beginning of the Pilot.

ii) The design and management of a specific DI called “Lisboaldea”, that has been delivered using the EMPATIA platform prototype, creating a customized application service, accessible through the same portal “lisboaparticipa.pt”. This is a process where citizens who live, work, or study in Lisbon can use to submit ideas that can be transformed in small projects for the city (the total cost cannot exceed 50000€). Once the idea is submitted, it has 60 days to gather 100 supporters in order to be submitted for technical review by the Municipality. The delivery of the DI “Lisboaldea” required the involvement of individual participants through the use of the digital platform and the collection and management of personal data. In addition to Lisboaldea, public debates have also been launched and managed using the application service based on the EMPATIA platform, as it is reported in the Deliverable 3.2 of EMPATIA.

This Review focuses only on this second part of the pilot, while the first one did not entail specific ethical risks.

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use	Agreement
8	Pilot – Lisbon	3	ONE	ONE	Municipality of Lisbon	0	0	0

#### 4.4.1 Enforceable law framework for Lisbon Pilot

- “Artigo 35º da Constituição da República Portuguesa – utilização da informática
- Lei 67/ 98 – Lei da proteção de Dados Pessoais (*actuating Eu Directive 95/46/CE*)
- Lei 41/2004 - Regula a proteção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada) (*Actuating EU Directive 2002/58/CE*)
- Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas” (*Actuating EU Directive 2006/24/CE*).

This entire law scheme, except for the constitutional provision, is going to be reframed with the coming into effect of the GDPR as of May 2018.

#### 4.4.2 Legal responsibilities for the pilot

	Data controller	Data processor	Data holder	Public administration	Agreement
Lisbon	OneSource	OneSource CES	OneSource	Camara Municipal do Lisboa (CML)	Memorandum of Understanding ( <i>Protocolo de cooperação</i> ) between CML and EMPATIA consortium
Notes	<p>The Memorandum of Understanding between the CML and the EMPATIA consortium has been modified throughout the pilot delivery. Initially the CML should have been Data Controller for this pilot, leaving to the consortium partners the role of data processors. After a complex analysis the CML requested the consortium to keep the functions of data controller for this pilot (role that has finally taken by the partner ONE). The reason behind this choice (in the letter included in Annex J) can be summarized as follows:</p> <ul style="list-style-type: none"> <li>- Prevailing research interest in the pilot identifies the consortium as data controller;</li> <li>- Non availability of the CML to assume the role of Data Controller for data stored outside of the technical services of the municipality;</li> <li>- Definition of clear boundaries between the piloted DI (Lisboaldeia) and the other Democratic Innovations aggregated in the portal “lisboaparticipa.pt” managed directly by the CML (ie “Na Minha Rua Lx”, “Lisboa Aberta”, etc.), or by its subcontractors (as the service to manage participatory budgeting called</li> </ul>				



op.lisboaparticipa.pt, run by an external company)

See further, 4.4.6

### 4.4.3 Informed Consent

All the participants in the Lisbon pilot were required to provide personal data in order to verify their identity and right to participate to the DI “Lisboaidea”. Informed consent has been collected at the moment of the registration, after acceptance of the Terms of Service and Privacy Policy accessible through the registration form, through a checkbox.

Privacy Policy and Terms of Service are always accessible by the footer from any page on lisboaparticipa.pt.

### 4.4.4 Terms of Service

A full version of the Terms of Service for this pilot is available as ANNEX I

#### a) Joining EMPATIA DI Processes “on behalf of another entity”

In the Lisbon Terms of Service the “on the behalf” section is imported from the 1.3 EMPATIA Terms of Service framework document, with a specific formulation in the Portuguese language, that improves the framework text structure.

- The ToS framework at point (a) states: “If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions (...)”.
- The text in of Lisbon’sa ToS, on at point (a), states the following goes as it follows:  
*“Se estiver a celebrar este contrato em nome de uma empresa ou outra entidade jurídica, declara que tem a autoridade para vincular essa entidade, as suas filiais e todos os utilizadores que acedem aos nossos serviços através da sua conta a estes termos e condições (...)”.*  
*Translation: "If you are entering into this agreement on behalf of a company or other legal entity, you declare that you have the authority to represent this entity, its affiliates, and all users accessing our services through your account to these terms and conditions...) "*
- Although this version could be improved, the phrasing is nonetheless convincing. A document in which is stated that an individual entering a process on the behalf of a collective entity shall “declare to have the authority to bind that entity” is an improved version of a document in which is stated that the subscriber “represents” to be a legitimate binder for a collective entity; a “representation” is not a “declaration”.



Under this review focus, the Lisbon ToS can be improved.

Hence, we suggest:

- To improve the words of the ToS to state that is not the participant who can declare him or herself as being the legitimate actor to speak on the behalf of a company or entity, but that is EMPATIA that, at the moment of the subscription, assumes that the data inserted are verified and that the subscriber is legitimately speaking on the behalf of the collective entity. Moreover, it should be emphasized that EMPATIA cannot be made responsible for any internal problems experienced by the subscribing entity eventually misrepresented.
- A further development could be asking the subscriber, acting on the behalf of an entity, for the internal report / minute that gives the subscriber the legitimacy to operate in the name of the entity and/or specifically to engage in EMPATIA activities.

#### b) Human Beings Users

In the Lisbon Terms of Service the “human beings subscriber” section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Lisboa ToS:

- The ToS framework on point (c) states: “Users of the Site shall be human beings. Accounts registered by or other automated methods are not permitted”.
- The text in Lisboa ToS on point (c) goes as it follows:  
*“Os utilizadores do Sítio serão pessoas. As contas registadas por aplicações ou outros métodos automatizados não são permitidas.”*

Translation: "Users of the Site will be people. Accounts registered by applications or other automated methods are not allowed. "

Under this review focus the Lisbon ToS can be improved. Hence, we suggest:

- Add unambiguously who is the responsible person, in the DI processes, to evaluate the real identity – if human or not – and that users may be randomly asked to prove their identity;
- Detail the exclusion inquiry and process.

#### c) User Generated Contents Management in the Terms of Service

In the Lisbon Terms of Service the UGC section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This brings common problems from the Terms of Service framework to Lisbon’s ToS, namely:

- The ToS framework on point (d) states: “Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended

to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>).

- The text in the Lisbon ToS, on point (d) goes as it follows:

*“Salvo em casos com indicação em contrário, os conteúdos criados pelo utilizador, que sejam resultantes das discussões e dos processos geridos neste Sítio, serão disponibilizados sob a licença Creative Commons Attribution - Non-commercial - Share 4.0 (em <https://creativecommons.org/licenses/by-nc-sa/4.0/>).*

*Translation:* “Unless otherwise noted, user-created content resulting from the discussions and processes managed on this Site will be made available under the Creative Commons Attribution - Non-commercial - Share 4.0 license (at <https://creativecommons.org/licenses/by-nc-sa/4.0/>).

The text is followed by a long bullet point list in which users are warned of what they warrant about commoning their UGC.

- This leaves uncoped the actuating of the “Commoning principle” of the EMPATIA project in the “Responsibility principle” sense: we shall make unambiguously understandable that every content produced by users is fully under their responsibility and that EMPATIA cannot constantly supervise all the UGC, apart from the usual moderation duty.

Under this review focus the Lisbon ToS can be improved. Hence, we suggest:

- Add further explanation about the CC 4.0 license in which the commoned UGC will be released: specific news about the terms of sharing for a not well known licence scheme (i.e. even the fact that the UGC will be legally shareable could be not obvious for an average DI participant);
- Further underline the opt-out chance in the first sentences.

Moreover, in the Lisbon ToS there is no mentioning of “rules of the debate / etiquette section”, which has demonstrated to be a needed and useful addition to the ToS documents.

- In the ToS document for the Pilot we shall publish, with a “soft-power” approach, some guidelines / good manners on how to operate within EMPATIA platforms. This should include a list that forms an integral part of EMPATIA documents and that regulates the concrete behaviour of the users / subscribers of the EMPATIA platforms.
- In the Lisbon ToS there is no such section.

Under this review focus, the Lisbon ToS can be improved.

Hence, we suggest:

- Create a participant's etiquette / dialogue rules in which the moderating duty – users responsibility balance is unambiguously explained.

- This etiquette section shall be integral part of the ToS accepted while entering the DI process managed through EMPATIA.

d) Management of Third Party Services

In the Lisbon Terms of Service the third party services' section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot capability of making the document compliant to the principles of ethical “multi-channel participation” and “privacy”. This creates a risk factor in the pilots management d) Management, namely:

- The ToS framework on point (g) states: “We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies”.
- The text in Lisbon ToS on point (g) goes as it follows:

*“Utilizamos software de terceiros listado nesta página para fornecer funcionalidades adicionais e um serviço de alto desempenho. A plataforma EMPATIA partilha dados com esses serviços e, por conveniência, essa página fornece links para políticas de privacidade de terceiros. Para mais informações, consulte a nossa Política de Privacidade” (link).*

*Translation: "We use third-party software listed on this page to provide additional functionality and a high-performance service. The EMPATIA platform shares data with these services, and for convenience, this page provides links to third-party privacy policies. For more information, see our Privacy Policy "(link).*

- This phrasing is not compliant to the framework *ratio*, it does *not* give the user / subscriber full disclosure on what external services are being used during EMPATIA-managed DI processes. Moreover, information remains ambiguous about what sections of users experience are managed by EMPATIA, what sections EMPATIA makes use of external services, and what are the rules and documents involved.

Under this review focus the Lisbon ToS can be improved.. Hence, we suggest:

- State unambiguously what third party service are used, or may be used if needed, by EMPATIA-managed DI process; adding names of the third party services, and the purposes for which it or they have been selected to provide collateral service for the EMPATIA managed DI process.
- Attach the relevant legal documents for the external service being used, during the EMPATIA experience, and as indicated in the ToS framework.
- State unambiguously that while using third party services, no identifiable data on the user is directly transmitted from EMPATIA-managed DI to third party services.

#### 4.4.5 Privacy Policy

A full version of the Privacy Policy for this pilot is available as ANNEX H.

##### a) Roles of Organizations Involved

The Lisbon privacy policy, in the organization involved roles' section, is wholly imported from the 1.3 EMPATIA Privacy Policy framework document with specific text adaptation for the pilot, though under optimal level of phrasing; this is further complicated by the specific story of the Lisbon pilot that on these very issues has experimented a development in time.

- The PP framework on point (a) states: “The data management for this Site is shared between the following organizations: Data Controller and responsible for the enforcement of the Privacy Policy: (insert party responsible)”
- The Lisbon PP on point (a) goes as it follows :

*“A gestão de dados para este Sítio é partilhada pelas seguintes organizações: - Controlador de Dados, Processador (es) de Dados e responsável pela aplicação da Política de Privacidade, e Responsável pelo Arquivamento e Preservação de Dados : OneSource (Portugal)”*

*Translation: "Data management for this Site is shared by the following organizations: - Data Controller, Data Processor (s) and responsible for applying the Privacy Policy, and Responsible for Data Archiving and Preservation: OneSource (Portugal)"*

Under this review focus the Lisbon PP can be improved. Hence, we suggest:

- To add a brief sentence indicating that the Consortium partner (OneSource in our case) is the full owner of the data collected in the EMPATIA processes; using the exact word “owner”, which is understandable by the majority of users.
- This has been further discussed, referring to the particularity of the Lisbon case, on section 2.1.4 of this report.

##### b) Amending the Policy

The Lisbon privacy policy, in the amending section is wholly imported from the 1.3 EMPATIA Privacy Policy framework document without any specific text adaptation for the pilot. This carries on the common problems from the Privacy Policy framework to the Lisbon PP, namely:

- The PP framework on point (j) states: “This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may amend this policy in the future”.
- The text in Lisbon PP at point (j) goes as it follows:

*“Esta política foi desenvolvida pelo Centro de Estudos Sociais de Coimbra, coordenador de Ética da EMPATIA, e aprovada pelo Consórcio. O Consórcio poderá*

*alterar esta política no futuro, no âmbito dos princípios éticos referidos nos nossos Termos de Serviço”.*

*Translation:* "This policy was developed by the Center for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may change this policy in the future, within the framework of the ethical principles referred to in our Terms of Service. "

- This version does not make clear for the end user who is the actual entity that has the responsibility to make changes to the PP document.

Under this review focus, the Lisbon PP can be improved.

Hence, we suggest:

- Add unambiguously who is, on behalf of the Consortium, the legitimate part to amend the operating documents;
- Detail which are the procedures for the PP amending; if and where the end user can be involved, how, and who to apply to;
- A further development could have been the appointment of a specific Ombudsperson for the Lisbon pilot, in charge of managing conflicts and being the front office person for claims and problems coming from end users.

c) Enforceable Legislation

The Lisbon privacy policy, in the enforceable legislation section, is imported from the 1.3 EMPATIA Privacy Policy framework with the adding of the relevant regulation operating in Portugal:

- The PP framework on point (I) states: “The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of Portugal (...)”.
- The text in Lisbon PP on point (I) goes as it follows:

*“O quadro regulamentar para a protecção e gestão de dados obedece às seguintes normas e regulamentos da União Europeia e das leis de Portugal, onde o Serviço está efectivamente estabelecido”*

*Translation:* "The regulatory framework for data protection and management complies with the following rules and regulations of the European Union and the laws of Portugal, where the Service is actually established"

A bullet point list of the enforceable regulation on the international and national level is added.

- This version is fully compliant to the framework structure and gives the end user complete information on the regulatory scheme.

Under this review focus the Lisbon PP **is our best practice**.

#### 4.4.6 Lisbon Specific Issues

The adaptation of Ethical policy in Lisbon has been made complex by the pre-existence of a number of other DIs with which the pilot had to coordinate with, and for which there was a pre-existing ethical framework established, with responsibilities shared between the CML and other third parties in the delivery of these other DIs as subcontractors, and data processors for their specific dataset and in particular:

- Participatory Budgeting, managed on the site <https://op.lisboaparticipa.pt/home>, Responsible the private party Libertrium srl
- Fix My Street, managed on the site <https://naminharualx.cm-lisboa.pt/>, Responsible the CML

In the initial stage of the pilot, the consortium proposed to the Municipality a strategy for which the CML would have been the data controller for this pilot, while data processing would have been delivered directly by the consortium partners, involving: Onesource for the hosting and archiving of datasets, and Inloco and CES for the other activity related to pilot delivery and research. This is reflected in the Agreement signed in March 2017 at the start of the pilot, involving exactly the CML and these three partners. The partners provided to the legal office of the CML a first version of adapted privacy policy and ToS based on this supposed responsibility framework.

The CML provided the results of the internal review in the document “*Parecer 0039/SG/DJ/DCAJ/2017*” (ANNEX J), where they requested two fundamental changes:

First, to clarify to the final user that the methodological integration between different DIs on the portal lisboaparticipa.pt did not imply an automatic integration between the datasets, underlying their respective digital tools used for their delivery. This has resulted in a improvement in the sentencing of the PP and ToS documents, regarding the detailing of which DI procedures are managed by EMPATIA and which are fully in charge of CML. Namely, the PP public document, available on the EMPATIA managed Lisbon DI website, states as it follows.

*“Os dados pessoais são recolhidos e geridos sob esta política com os seguintes propósitos: Garantir a autenticação única dos utilizadores, necessária para beneficiar das Inovações Democráticas geridas por este Serviço: Lisboaaldeia, Consultas Temáticas”*

*Translation: “The personal data are collected and managed under this policy for the following purposes: To guarantee the unique authentication of the users, necessary to benefit from the Democratic Innovations managed by this Service: Lisboaaldeia, Thematic Consultations”*

Second, it required modifying the system of responsibility, with the municipality of Lisbon that did not accept to play the role of data controller on a dataset hosted on external servers, and not directly managed by the technical services of the municipality. As a consequence the consortium, and in

particular the partner OneSource, took full responsibility for the data management for this pilot, as both data controller and processor.

This framework entails a strong limitation of responsibility by the municipality involved, increasing the ethical responsibilities of the external private data controller and processor as the unique responsible part for the enforcement of the protection of the right of participants in the pilot.

The delivery of the pilot within the context of EMPATIA was solved by making explicit the ethical commitment of the third parties involved, through the ethical policies that participants had to accept, and through the production of additional public documentation that reported in detail how data has been managed in EMPATIA (with the DMP and with the present report). In Chapter 5 we draw on possible solutions based on the lesson learned in this case, and how this could be applied in future scenarios of replication of the use of EMPATIA's methods and tools.



## 4.5 Pilot 2 Milan: Ethical Review

The Italian pilot is settled in the city of Milan, the second largest city in Italy of about 1 million of inhabitants, located in the North of Italy. Milan is the financial and economical capital of the country. It was also the first Italian metropolis which first implemented a city-wide Participatory Budgeting, in 2015. EMPATIA provided the methods and tools to monitor the implementation (i.e. Implementation Cycle) of the winning projects of the previous 2015 PB. EMPATIA have also given support to design and to carry out the second edition of the PB process in 2017 (Deliberative Cycle). The pilot entailed the integration of components developed under the WP2 of EMPATIA with another open and free platform called openDCN (<http://www.opendcn.org/index.php/en>), already in use and operated by the partner UNIMI.

An “ad hoc” platform called <https://www.bilanciopartecipativomilano.it/> was developed by the consortium to deliver this pilot, integrating:

- i) The Implementation Cycle component, developed under EMPATIA,
- ii) The Deliberative Cycle, managed using OpenDCN

In this pilot, user’s data collection has been limited to the deliberative cycle ii), being managed directly under the technical framework of OpenDCN, by the partner UNIMI, which for this reason is appointed as data processor for this pilot.

In addition to the Ethical policies adapted for this case, the legal framework of the Milan pilot is complemented by an agreement between the Municipality of Milan, UNIMI and CES. The agreement includes further provisions regarding the management of data for research purposes.

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use	Agreement
9	Pilot – Milan	3	Municipality of Milan	UNIMI	CES	0	0	0

### 4.5.1 Enforceable law framework for Milan Pilot

- D.legislativo 196/2003 (Codice in materia di protezione dei dati personali); consolidato al 14 settembre 2015 (actuaging 95/46 and subsequent changes)

This entire law scheme, except for the constitutional provision, is going to be reframed with the coming into effect of the GDPR as of May 2018.

### 4.5.2 Legal responsibilities table

	Data controller	Data processor	Data holder	Public administration	Agreement
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Milan	Comune di Milano	UniMI	UniMI	Comune di Milano	Agreement (Accordo) actuating executive law act (Delibera di Giunta) n.983 – 01/06/2017
Notes	<p>The Milan pilot has a clean legal boundaries situation, with the public administration being the formal owner of the data involved in the DI processes managed by EMPATIA. Data is stored in servers of a public institution binded to the public administration by a solid agreement.</p> <p><i>See further, 4.5.6</i></p>				

### 4.5.3 Informed Consent

All the participants to the Milan pilot were required to provide personal data in order to verify their identity and right to participate to the Participatory Budgeting in Milan. Informed consent has been collected at the moment of the registration, after acceptance of the Terms of Service, Privacy Policy, and a “Galateo della partecipazione” (rules of participation) accessible through the registration form, through a checkbox.

Privacy Policy and Terms of Service are always accessible by the footer from any page on <https://www.bilanciopartecipativomilano.it/>.

### 4.5.4 Terms of Service

#### a) Joining EMPATIA DI Processes “on behalf of another entity”

In the Milan Terms of Service, the “on behalf” section is imported from the 1.3 EMPATIA Terms of Service framework document with a specific formulation in the Italian language that improves the framework text structure.

- The ToS framework on point (a) states: “If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions (...)”
- The text in Milan ToS at point (a) goes as it follows:

*“Se si sta entrando in questo Accordo per conto di una società o altro soggetto giuridico, si dichiara di avere l'autorità di vincolare tale ente” (...)”*

*Translation:* "If you are entering into this Agreement on behalf of a company or other legal entity, you declare that you have the authority to bind such an entity" (...) "

- Although this version could be improved, the phrasing is nonetheless convincing. A document in which is stated that an individual entering a process on the behalf of a collective entity shall "declare to have the authority to **bind** that entity" is an improved version of a document in which is stated that the subscriber "represents" to be a legitimate binder for a collective entity; a "representation" is not a "declaration".

Under this review focus the Milan can be improved. Hence, we suggest:

- To improve the words of the ToS to state that is not the participant who can declare him or herself as being the legitimate actor to speak on the behalf of a company or entity, but that is EMPATIA that, at the moment of the subscription, assumes that the data inserted are verified and that the subscriber is legitimately speaking on the behalf of the collective entity. Moreover, it should be emphasized that EMPATIA cannot be made responsible for any internal problems experienced by the subscribing entity eventually misrepresented.
- A further development could be asking the subscriber, acting on the behalf of an entity, to provide the internal report/minutes that gives the subscriber the legitimacy to operate in the name of the entity and/or specifically to engage in EMPATIA activities.

#### b) Human Beings Users

In the Milan Terms of Service the "human beings subscriber" section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Milan ToS.

- The ToS framework on point (c) states: "Users of the Site shall be human beings. Accounts registered by or other automated methods are not permitted".
- The text in Milan ToS, on point (c) goes as it follows:

*"Gli utenti del Sito devono essere esseri umani. Non sono consentiti account registrati da "bot" o altri metodi automatici"*

*Translation:* "Site users must be human beings. No accounts registered by "bots" or other automated methods are allowed "

Under this review focus, the Milan ToS can be improved..

Hence, we suggest:

- Add unambiguously who is the responsible person, in the DI process, to evaluate the real identity – if human or not – and that the users may be randomly asked to prove their identity;
- Detail the exclusion inquiry and process

#### c) User Generated Contents Management in the Terms Of Service

In the Milan Terms of Service the UGC section is imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot.

- The ToS framework, on point (d) states: “Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>)”.
- The text in the Milan ToS, on point (d), goes as it follows:

*“Se non diversamente ed espressamente indicato dagli utenti stessi, i contenuti generati dagli utenti, risultanti dalle discussioni e dai processi gestiti in questo Sito, sono destinati ad essere rilasciati sotto la licenza Creative Commons BY-SA-NC 4.0. Questa è la stessa licenza utilizzata per il contenuto generato dal Gestore di questo Sito”.*

*Translation:* “Unless otherwise expressly indicated by the users themselves, the contents generated by users, resulting from the discussions and processes managed on this Site, are intended to be released under the Creative Commons BY-SA-NC 4.0 license. This is the same license used for the content generated by the Manager of this Site”

- This could weaken the enforcement of the “Commoning principle” of the EMPATIA project in the “Responsibility principle” sense: we shall make unambiguously understandable that every content produced by users is fully under their responsibility and that EMPATIA cannot constantly supervise all the UGC, apart from the usual moderation duty.

Under this review focus, the Milan ToS can be improved. Hence, we suggest:

- Add further explanation about the CC 4.0 license in which the commoned UGC will be released: specific news about the terms of sharing for a not well known licence scheme (i.e. even the fact that the UGC will be legally shareable could be not obvious for an average DI participant);
- Further underline the opt-out chance in the first sentences.

The Milan ToS is the only Terms of Service document that adds a separate section in which some etiquette / rules of conduct are inserted, forming an integral section of the ToS document that the user subscribes to. Namely:

- In the ToS document for the Pilot we shall publish, with a “soft-power” approach, some guidelines / good manners on how to operate within EMPATIA platforms. This should include a list that forms an integral section of EMPATIA documents and that regulates the concrete behaviour of the users / subscribers of the EMPATIA platforms.

In Milan ToS we can find a point named: “Galateo della partecipazione online”:

*“Le regole del Bilancio Partecipativo di Milano prevedono che: i partecipanti si registrino al sito e partecipino alle aree di discussione con il proprio nome e cognome (...);”*

*Translation: "The rules of the Milan Participatory Budget provide that: the participants register at the site and participate in the discussion areas with their name and surname (...);"*

Follows a bullet pointed list with rules of discussion detailed. It is worth underlining the point on moderation, which goes:

*“Tutti hanno il diritto di porre quesiti ed intervenire esprimendo la propria libera opinione. L'intervento nelle aree di discussione deve comunque avvenire nel massimo rispetto di tutti i possibili interlocutori e quindi non è tollerato l'uso di un linguaggio osceno e/o ingiurioso e/o con contenuti razzisti o comunque discriminanti nei confronti di religioni, popoli, lingue, opinioni politiche, condizioni sociali e scelte sessuali; non sono inoltre accettati gli interventi inseriti reiteratamente; gli interventi scritti per disturbare la discussione o offendere chi gestisce e modera i canali social; gli interventi che contengono dati sensibili; lo spam commerciale. Come anticipato, tutti gli interventi che violeranno le condizioni elencate non verranno approvati e non saranno quindi pubblicamente visibili”*

*Translation: "Everyone has the right to ask questions and intervene by expressing their own free opinion. Intervention in the areas of discussion must however take place with the utmost respect for all possible interlocutors and therefore the use of an obscene and / or insulting language and / or with racist or otherwise discriminating against religions, peoples, is not tolerated; languages, political opinions, social conditions and sexual choices; interventions included repeatedly are not accepted; written interventions to disturb the discussion or offend who manages and moderates social channels; interventions that contain sensitive data; commercial spam. As anticipated, all the interventions that violate the listed conditions will not be approved and will therefore not be publicly visible "*

Under this review focus, the **Milan ToS is our best practice.**

#### d) Management of Third Party Services

In the Milan Terms of Service the third party services section is imported from the 1.3 EMPATIA Terms of Service framework document with the specific text adaptation for the pilot that is needed

to make the document compliant to the principles of ethical “multi-channel participation” and “privacy”.

- The ToS framework, on point (g), states: “We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies”
- The text in Milan ToS on point (7) goes as it follows:

*“Usiamo software di terze parti, elencati in questa pagina, per fornire ulteriori funzionalità e un servizio ad alte prestazioni. Il Sito condivide i dati con questi servizi e per comodità questa pagina fornisce link alle politiche sulla privacy di terze parti: **Google Maps**”*

*Translation: "We use third-party software, listed on this page, to provide additional features and a high-performance service. The Site shares data with these services and for convenience this page provides links to the privacy policies of third parties: Google Maps "*

It is followed by an explanation of how does EMPATIA-managed DI process make use of an external services, for what purposes, by which boundaries: “Utilizziamo Google Maps per geolocalizzare sulla mappa di Milano i luoghi interessati dal Bilancio Partecipativo, come i luoghi legati alle Proposte e gli Spazi disponibili per incontri”; the third party service's privacy policy is attached.

- This phrasing is fully compliant to the framework *ratio*, giving the user / subscriber full disclosure on what external services are being used during EMPATIA-managed DI processes. Moreover, the user / subscriber has the actual chance of understanding what sections of her/his experience are managed by EMPATIA, what sections EMPATIA makes use of external services, and what are the rules and documents involved.

Under this review focus, the Milan ToS is **our best practice**.

Further developments could include:

- Stating unambiguously that while using third party services, no identifiable data on the user is directly transmitted from EMPATIA-managed DI to third party services.

## 4.5.5 Privacy Policy

### a) Roles of Organizations Involved

The Milan privacy policy, on section about involved organization's roles, is imported from the 1.3 EMPATIA Privacy Policy framework document with specific text adaptation for the pilot.

- The PP framework on point (a) states: "The data management for this Site is shared between the following organizations:- Data Controller and responsible for the enforcement of the Privacy Policy: (insert party responsible)"

The Milan PP on point (a) goes as it follows :

*"Titolare del trattamento: Comune di Milano; tutti i dati di seguito considerati sono di proprietà esclusiva del Comune di Milano"*

*Translation: "Data controller: Municipality of Milan; all the data considered below are the exclusive property of the Municipality of Milan"*

- This version makes fully understandable for the end user who is the Data Controller and what rights it has on data: it has full rights.

Under this review focus, the Milan PP is **our best practice**.

#### b) Amending the Policy

The Milan privacy policy, in the amending section, is imported from the 1.3 EMPATIA Privacy Policy framework document with specific text adaptation for the pilot.

- The PP framework on point (j) states: "This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may amend this policy in the future".
- The text in Milan PP at point (j) goes as it follows:

*"Questo documento è stato sviluppato dal Centro di Studi Sociali di Coimbra, coordinatore Etico di EMPATIA, insieme all'Università degli Studi di Milano, responsabile del Trattamento e approvato dal Comune di Milano, titolare del Trattamento. Il Comune di Milano può modificare questo documento in futuro, nell'ambito della propria strategia di applicazione della normativa nazionale ed internazionale sulla protezione della privacy"*

*Translation: "This document was developed by the Center for Social Studies in Coimbra, EMPATIA Ethics Coordinator, together with the University of Milan, responsible for the treatment and approved by the Municipality of Milan, the Data Controller. The Municipality of Milan can modify this document in the future, as part of its strategy to apply national and international legislation on the protection of privacy."*

- This version makes clear for the end user who is the actual entity that has the responsibility

to make changes to the PP document: the Public Administration (Comune di Milano); and it further details the boundaries in which the Milan city administration can amend the document.

Under this review focus, the Milan PP **is our best practice**.

### c) Enforceable Legislation

The Milan privacy policy, in the enforceable legislation section, is imported from the 1.3 EMPATIA Privacy Policy framework with the adding of the relevant regulation operating in Italy:

- The PP framework, on point (I) states: “The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of Portugal (...)”
- The text in Milan PP, on point (I), goes as it follows:

*“Il quadro normativo per la protezione e la gestione dei dati personali è definito dalle seguenti norme e regolamenti del Comune di Milano, dell'Italia e dell'Unione Europea”*

*Translation: “Il quadro normativo per la protezione e la gestione dei dati personali è definito dalle seguenti norme e regolamenti del Comune di Milano, dell'Italia e dell'Unione Europea”*

A bullet point list of the enforceable regulation on the international and national level is added.

- This version is fully compliant to the framework structure and gives the end user complete information on the regulatory scheme.

Under this review focus, the Milan PP **is our best practice**.

**However**, since the specific situation of the Milan pilot (see section 4.5.6), the agreement document between Milan city hall and the EMPATIA Consortium is a pivotal document for coping with Transparency principle – one of the foundation of the EMPATIA project as a whole. Hence, we suggest:

- Add to the relevant law documents' list, the referred the Public Administration – EMPATIA Consortium Agreement, so that the subscriber could be able to obtain it from Public Administration's offices. This means that the document is willingly compliant with the national law scheme on public documents' accessing.
- A further improvement could be added, indicating the relevant law scheme for public documents' accessing (Italy's FOIA).
- Or to decide, obtained through the Public Administration consensus, to publish the agreement document on the Milan pilot's website.



### 4.5.6 Milan specific issues

In Milan we have the only EMPATIA Pilot in which the Public Administration is wholly in charge of the data managed in the scope of EMPATIA Project.

In this pilot, the Municipality is the controller of the data hosted on servers of UNIMI, which is the designated data processor. CES is involved for the purposes of management of research data, having limited access to part of the personal data collected.

This context has resulted on a two-layer document structure, in which the Consortium had an internal bargaining level (between consortium and public administration) and a public level (the public deliberation of the Executive Body of the Municipality and the public policies: the ToS, and PP documents published). So we have a pyramidal regulation structure in which EMPATIA's project documents are an "integration" of the Milan city hall's Privacy Policy; Milan city hall delegates UNIMI the power to enforce its privacy policy (indicating the actual check and balance tools), and the privacy policy of EMPATIA procedures alike. In order to achieve a high level of consistency, the definition of the ethical policies for Milan required significant effort and an intense involvement of the legal offices of the municipality, that have been involved in the formulation and review of the policies described there.



## 4.6 Pilot 3 Říčany: Ethical Review

The Czech pilot took place in Říčany, a small municipality of 15,000 inhabitants, located close to Prague (cfr. ANNEX C Context Analysis). The Říčany pilot was the first to employ the EMPATIA platform in an active PB cycle, which corresponded with the city's first-ever PB process, launched in fall 2016 and completed with city-wide voting in May 2017.

The pilot was structured to integrate the EMPATIA platform into the city's multi-channel participation strategy, whose principal online tool prior to PB was the city website and D21 polling platform, used for the "Řidim Říčany (I Manage Říčany)" initiative (<http://www.ridimrycany.cz/>). This initiative is a year-round outreach program to solicit the feedback and preferences of citizens involving a range of (non-budgetary) city decisions, including priorities for improvement of city services, the theme and timing of cultural events, etc. Řidim Říčany built a community of active citizens involved in public consultations that has been actively engaged in the PB process delivered in this pilot.

The pilot has been managed through the portal <https://www.prekvaptericany.cz/> based on EMPATIA components developed by WP2, that have been used mainly for informative purposes and to publicly present proposals collected in offline sessions. The proposals gathering and design phase has happened mainly offline, with a D21 staff assignee who had effectively gathered the proposals from the citizens in the offline events, and then has inserted them into the EMPATIA managed system.

Data collection of participants, necessary to deliver the voting stage of the pilot, has been managed directly through the site operated by D21 (<http://www.ridimrycany.cz/>). A community of users pre-existing the pilot, registered under a privacy policy already in use and hence before the start of the pilot. At the beginning of the pilot a new privacy policy has been prepared by D21, compliant with the guidelines provided by the Ethical Coordinator. The review focuses on the privacy policy used during the pilot, that has been also published on the portal <https://www.prekvaptericany.cz/> (despite no personal data have been collected directly through this channel).

ID	Name	WP	Data Controller	Data Processor	Other Parties	Privacy Policy	Terms of Use	Agreement
10	Pilot – Říčany	3	D21	D21	NA	0	0	NA

### 4.6.1 Enforceable law framework for Říčany Pilot

- Protection of Personal Data Act No. 101/2000 Coll. (Actuating 95/46/EC)
- Data Protection Act and the Administrative Code (Act No. 500/2004 Coll.)
- Act No. 365/2000 Coll., on information systems of public administration

- Act No. 106/1999 Coll., on free access to information.

#### 4.6.2 Legal responsibilities table

	Data controller	Data processor	Data holder	Public administration	Agreement
Říčany	Demokracie 2.1 s.r.o.	Demokracie 2.1 s.r.o.	Demokracie 2.1 s.r.o.	Město Říčany	Informal agreement
Notes	Data collection and management for this pilot have been actually carried out through the platform operated by D21 ( <a href="http://www.ridimrycany.cz/">http://www.ridimrycany.cz/</a> ), where a community of users pre-existing the pilot, registered under a privacy policy already in use and hence before the start of the pilot.				

#### 4.6.3 Informed Consent

The Říčany privacy policy and Terms of Service documents are accessible on portal <https://www.prekvaptericany.cz/> based on EMPATIA components developed by WP2, that has been used mainly for informative purposes and to publicly present proposals collected in offline sessions. Only in the case of this pilot, the consent is collected separately on the site operated by D21 (<http://www.ridimrycany.cz/>), where citizen are engaged in digital interactions requiring the collection of personal data. In this site, the consent is necessary and collected through a checkbox at the time of the registration, but no links to the privacy policy for which the consent is requested is actually provided. This procedure for informed consent requires improvement and standardization toward the best practice represented by the other pilots.

#### 4.6.4 Terms of Service

- a) Joining EMPATIA DI Processes “on behalf of another entity”

In the Říčany Terms of Service the “on behalf” section is rephrased and has some particular differences from the 1.3 EMPATIA Terms of Service framework document, with a specific formulation in the Czech language that improves the framework text structure substantially.

- The ToS framework, on point (a), states: “If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions (...)”
- The text in Říčany ToS on point (a) goes as it follows:

*“Uživatelé uzavírající smlouvu v zastoupení firmy nebo jiné právnické osoby prohlašují, že mají právo daný subjekt zastupovat (včetně dceřiných společností a všech uživatelů disponujících možností přístupu k našim službám prostřednictvím účtu)”*

*Translation: “Users signing a contract on behalf of a business or other legal entity declare that they have a right to represent the entity (including subsidiaries and all users having access to our services through an account). Services can not be used by users who do not have this right or have not expressed their consent to comply with the terms of the contract”].*

- This version makes users clearly aware about the need of establishing the legitimacy in an “on behalf” case, stating that the users “declare to have a right to represent” and that, lacking this legitimacy, the service cannot be used.

Under this review focus, the Říčany ToS **is our best practice**.

#### b) Human Beings Users

In the Říčany Terms of Service the “human beings subscriber” section is imported from the 1.3 EMPATIA Terms of Service framework document with some specific text adaptation for the pilot.

- The ToS framework, on point (c) states: “Users of the Site shall be human beings. Accounts registered by or other automated methods are not permitted”.
- The text in Říčany ToS, on point (c), goes as it follows:

*“Uživateli webových stránek jsou výhradně lidské bytosti. Není povoleno vytváření robotizovaných nebo jakkoli automatizovaných účtů”*

*Translation: “Web site users are exclusively human beings. Robots or automated accounts are not allowed.”*

Under this review focus, the Říčany **ToS** can be improved.. Hence, we suggest:

- Add unambiguously who is the responsible person, in the DI process, to evaluate the real identity – if human or not – and that the users may be randomly asked to prove their identity;
- Detail the exclusion inquiry and process.

#### c) User Generated Contents Management in the Terms Of Service

In the Říčany Terms of Service the UGC section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Říčany ToS, namely:

- The ToS framework, on point (d), states: “Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>)”.

- The text in the Říčany ToS, on point (d), goes as it follows:

*“S Není-li uvedeno jinak, musí být veškerý obsah generovaný uživatelem na základě diskusí a procesů spravovaných v rámci těchto Stránek uveřejňován podle nekomerční 4.0 verze mezinárodní licence „Creative Commons Attribution“, (veškeré podrobnosti viz <https://creativecommons.org/licenses/by-nc-sa/4.0/>). Stejná licence platí i pro obsah generovaný Manažerem těchto Stránek..”*

*Translation:* Unless otherwise stated, all content generated by a user based on the discussions and processes managed within these Sites must be published under the non-commercial 4.0 version of the international Creative Commons Attribution license (for details see <https://creativecommons.org/licenses/by-nc-sa/4.0/>). The same license applies to Content generated by the Managing Authority of these Sites;

The text is followed by a long bullet point list in which the users are warned of what they warrant about commoning their UGC.

- This leaves **uncoped** the **actuating** of the “Commoning principle” of the EMPATIA project in the “Responsibility principle” sense: we shall make unambiguously understandable that every content produced by users is fully under their responsibility and that EMPATIA cannot constantly supervise all the UGC, apart from the usual moderation duty

Under this review focus, the Říčany ToS can be improved. Hence, we suggest:

- Add further explanation about the CC 4.0 license in which the commoned UGC will be released: specific news about the terms of sharing for a not well known licence scheme (i.e. even the fact that the UGC will be legally shareable could be not obvious for an average DI participant);
- Further underline the opt-out chance in the first sentences.

Moreover, in the Říčany ToS there is no mentioning of a “rules of the debate / etiquette section”, which has demonstrated to be a needed and useful addition to the ToS documents

- In the ToS document for the Pilot we shall publish, with a “soft-power” approach, some guidelines / good manners on how to operate on the EMPATIA platforms. This should include

a list that forms an integral part of EMPATIA documents and that regulates the concrete behaviour of the users / subscribers of the EMPATIA platforms;

- In the Říčany ToS there is no such section.

Under this review focus, the Říčany ToS can be improved.

Hence, we suggest:

- Create a participant's etiquette / dialogue rules in which the moderating duty – users responsibility balance is unambiguously explained.
- This etiquette section shall be integral part of the ToS accepted while entering the DI process managed by EMPATIA.

#### d) Management of Third Party Services

In the Říčany Terms of Service the third party services section is imported from the 1.3 EMPATIA Terms of Service framework document with (almost) the specific text adaptation for the pilot that is needed to make the document compliant to the principles of ethical “multi-channel participation” and “privacy”.

- The ToS framework, on point (g) states: “We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies”

- The text in Říčany ToS, on point (7), goes as it follows:

*“K zajištění dalších funkcí a vysoké výkonnosti služby využíváme software třetích stran uvedený na této stránce. Projekt EMPATIA sdílí data s těmito službami a z důvodů zvýšení pohodlí poskytuje stránka odkazy na zásady ochrany osobních údajů třetích stran. Více informací naleznete v sekci Zásady ochrany osobních údajů (odkaz)”*

*Translation: “We use third-party software listed on this page to provide additional functionality and high performance. The EMPATIA project shares data with these services, and for reasons of convenience, the site provides links to third-party privacy policies. For more information, see the Privacy Policy (link)”*

The text is followed by an explanation of how does EMPATIA-managed DI process make use of an external services, for what purposes, by which boundaries:

*“Google Analytics - Analytika Google eviduje náhledy stránky a jiné statistické údaje o využívání stránek. Společnost Google získává IP adresy uživatelů a jiná metadata příslušné relace včetně adres URL navštívených stránek nesoucí názvy diskusí a jména (názvy) skupin”*

- This phrasing is reasonably compliant to the framework *ratio*, gives the user / subscriber full

disclosure on what external services are being used during EMPATIA-managed DI processes. Moreover, the user / subscriber has the actual chance of understanding what sections of her/his experience are managed by EMPATIA, and what sections EMPATIA makes use of external services. However, it is not possible for the user, to understand what are the rules and documents involved.

Hence, we suggest:

- Add a link pointing to the privacy policy of the third party service involved, giving the end user the chance having access to all the legal documents involved in his/her EMPATIA experience.

Further developments could include:

- Stating unambiguously that in the using of third party services, no identifiable data on the user is directly transmitted from EMPATIA-managed DI to third party services.

#### 4.6.5 Privacy Policy

a) The Říčany privacy policy, in the organization involved roles' section, is imported from the 1.3 EMPATIA Privacy Policy framework document with specific text adaptations for the pilot, tough under optimal level of phrasing.

- The PP framework, on point (a) states: “The data management for this Site is shared between the following organizations:- Data Controller and responsible for the enforcement of the Privacy Policy: (insert party responsible)”

The Říčany PP, on point (?) goes as it follows :

*“Na správě dat těchto Stránek se podílejí následující organizace (subjekty): - Správce dat odpovídající za prosazování (vymáhání) Zásad ochrany osobních údajů:: City Říčany, ID 002 40 702, Masarykovo nám. 53/40, 251 01 Říčany.*

*In translation:* The following organizations (entities) are involved in managing the data of these Sites: - Data Manager responsible for enforcement (enforcement) Privacy Policy: City Říčany, ID 002 40 702, Masarykovo nám. 53/40, 251 01 Říčany

- This version makes it unclear for the end user what means that the specified entity is the Data Controller and what rights it has on data.

Under this review focus the Říčany PP can be improved.

Hence, we suggest:

- To add a brief phrase in which is indicated that the entity (Říčany city hall in our case) is the full owner of the data collected through the DI process; using the exact word “owner”, which is understandable by the majority of users.

b) The Říčany privacy policy, in the amending section is wholly imported from the 1.3 EMPATIA Privacy Policy framework document without any specific text adaptation for the pilot. This carries on the common problems from the Privacy Policy framework to the Říčany PP, namely:

- The PP framework, on point (j) states: “This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may amend this policy in the future”.
- The text in Říčany PP, on point (j) goes as it follows:

*“Tyto zásady byly vypracovány Centrem pro sociální studie v Coimbre - etickým koordinátorem projektu EMPATIA – a schváleny Konsorciem. Konsorcium má právo tyto Zásady v budoucnu upravovat v rámci etických zásad uvedených v Podmínkách Služby”*

*Translation:* These guidelines have been developed by the Center for Social Studies in Coimbra - the ethical coordinator of the EMPATIA project - and approved by the Consortium. The Consortium has the right to modify these Principles in the future

- This version makes not clear for the end user who is the actual entity that has the responsibility to make changes to the PP document

Under this review focus the Říčany PP can be improved.

Hence, we suggest:

- Add unambiguously who is, on behalf of the Consortium, legitimate part to amend the operating documents;
- Detail which are the procedures for the PP amending; if and where the end user can be involved, how, and who to apply to.

A further development could have been the appointment of a specific Ombudsperson for Říčany pilot, in charge of managing conflicts and being the front office person for claims and problems coming from end users.

c) The Říčany privacy policy, in the enforceable legislation section, is imported from the 1.3 EMPATIA Privacy Policy framework with the adding of the relevant regulation operating in Říčany :

- The PP framework, on point (l) states: “The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of Portugal (...)”
- The text in Říčany PP, on point (?) goes as it follows:

*“Regulační rámec ochrany a správy dat tvoří následující normy a vyhlášky Evropské Unie a zákony České republiky, kde je Služba aktuálně zřízena.”*



*Translation:* The regulatory framework for data protection and management consists of the following standards and decrees of the European Union and the laws of the Czech Republic where the Service is currently set up:];

A bullet point list of the enforceable regulation on the international and national level is added.

- This version is compliant to the framework structure and gives the end user complete information on the regulatory scheme

Under this review focus, the Říčany PP **is our best practice. However**, the law acts listed in the documents provided seem to be incorrect. From the PP document provided:

- *Zákon č. 101/2000 Sb., o ochraně osobních údajů ao změně některých zákonů, ve znění pozdějších předpisů;*
- *Nařízení Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016 o ochraně fyzických osob v souvislosti se zpracováním osobních údajů ao volném pohybu těchto údajů ao zrušení směrnice 95/46/ES (obecné nařízení o ochraně osobních údajů).*

*In translation:*

- “ • Act No. 101/2000 Coll., On the Protection of Personal Data and on Amendments to Certain Acts, as amended;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data). “

Many more documents related to the Říčany pilot seems are worthy of being included. Moreover, the indication of the GDPR as of an enforceable legislation is misleading, since the Regulation 2016/679, correctly listed, is coming into effect as of May, 2018.

Hence, we suggest:

- Correct and update the relevant law acts in Říčany PP documents

#### 4.6.6 Říčany specific issues

The Říčany Pilot has a very unique story and its own particularity within the EMPATIA pilots' scenario, due to use of two different platforms without any kind of technical integration, not even at interface level. Indeed part of the pilot has been managed using the platform based on the EMPATIA code <https://www.prekvaptericany.cz/>, while all the digital interactions entailing personal data



collection has been managed on <http://www.ridimrycany.cz/>, a pre-existing initiative managed by D21 in the city of Říčany.

The main issue of this pilot regards the ambiguities induced by this division of channels.

First, the accessibility to the actual policy in use has been limited by the lack of a clear and explicit link between the two channels, limiting the capacity of participants to give a actual informed consent. Second, a number of the participants in the pilot were already registered on Řidim Říčany, before the start of the pilot, with a privacy policy previously in use by D21. D21 ensured the compliance between the old privacy policy and the one in use during the Pilot of EMPATIA.

Figure 4-1 - Site Prekvapte Ricany (Based on EMPATIA)

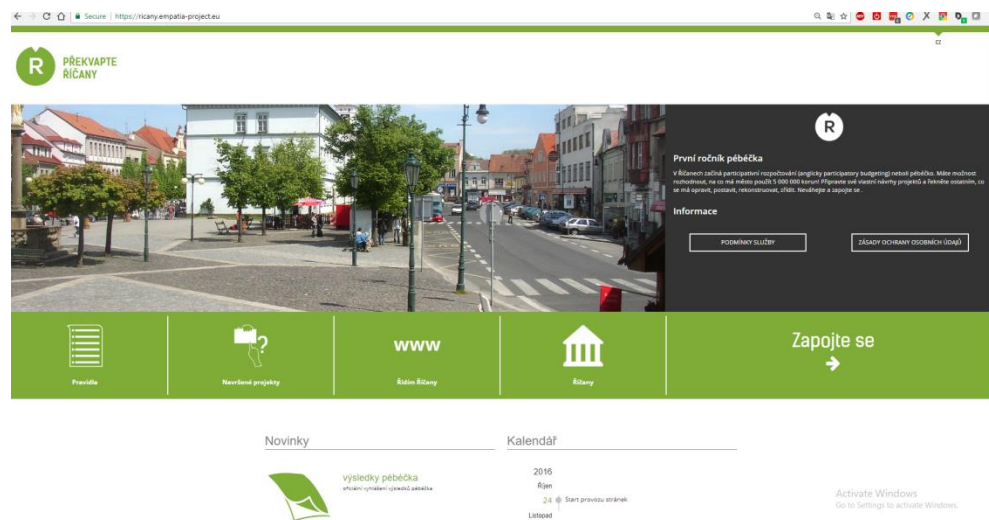
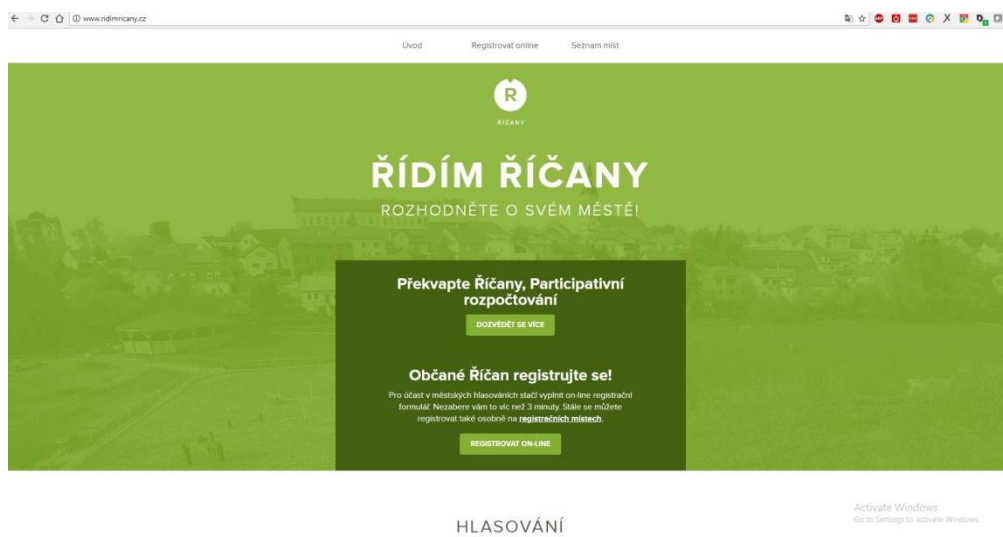


Figure 4-2 - Site Ridim Ricany (Used for the voting session)





## 4.7 Pilot 4 Wuppertal: Ethical Review

Wuppertal is a municipality of about 350.000 inhabitants, located in the state of North Rhine Westphalia close to Düsseldorf (cfr ANNEX C Context Analysis). It is a major industrial center with the river Wupper at its heart and lots of green space. The city has conducted several consultative Participatory Budgeting processes in previous years. However, just as in many other consultative PB processes throughout Germany, they saw the need to rethink their participation model due to dissatisfaction with it by citizens, municipal staff and political representatives. With the recently established 'department for participation', EMPATIA thus found an enthusiastic partner interested in developing a new, innovative, multichannel model of Participatory Budgeting in Germany.

In a participatory design process, a comprehensive model for participation in municipal budget planning was developed together with citizens and municipal staff. The core of the model was a multichannel PB process with a budget of 150,00.00 €. The dedication of a predefined budget for a PB is still relatively new in Germany where the predominant model of PB is the consultative one. One of the key aims of the pilot was therefore to test how a multichannel budget oriented PB can be implemented in Germany. Special focus was given to the importance of the detailed review of the proposals by the municipality before the voting (instead of afterwards like in the case of most consultative PBs). Moreover, SMS verification was tested in the voting phase as a means to verify participants.

The PB process was conducted along three main phases, with innovative, new methods tested in every step:

- 1) In the **first phase**, which started in May 2017, citizens could submit ideas online, via telephone, and in the streets at a mobile stand. All ideas were channelled through the EMPATIA platform [www.buergerbudget.wuppertal.de](http://www.buergerbudget.wuppertal.de) where they could be commented and prioritized (by way of giving "likes"). The main innovative feature in this phase was that parallel to the participation, the municipality conducted a preliminary review along the main criteria for idea submission. The result of the phase was a list of the TOP 109 submitted project ideas (from a total of 267 ideas).
- 2) The **second phase** started with a citizen assembly in which about 150 citizens performed a "common good check" on the TOP 100 project ideas. In small groups, they prioritized the ideas with the help of common good criteria developed by the Wuppertal Institute. The filtering method used for this event was created specifically for this pilot in the framework of EMPATIA, and provoked a lot of interest by the media and also other municipalities. The result of the co-creative common good check was a list of the TOP 32 ideas with the most contribution to the common good. These 32 ideas were subsequently reviewed in detail by

the municipality regarding their costs and implementation. In total, 48 ideas were reviewed because some ideas from the TOP 32 did not pass the review. The result of the second phase was a list of TOP 32 projects that passed the municipal review and moved further to the final voting.

- 3) The **third phase** started with a so-called “voting party”, which included a gallery of all final TOP 32 ideas. About 120 attended the event and voted on site. People who could not attend the event could also vote online or in the town hall the weeks after. The main innovative feature tested in this phase was the SMS verification and the way of voting in which every participant had a limited amount of votes (i.e. five). In Germany, new means of verification of users in online voting are crucial because the verification via ID card numbers is seen very critically in Germany’s political culture and is (as of today) not an accepted means. In total, more 1.627 people voted. The six winning projects were announced in October 2017, amongst them the renewal of a playground, the prohibition of cars in a particular street, the support of a project connecting young people and the elderly, new benches in a certain area, and the support of a project against racism and antisemitism. These projects will now be included in the municipal budget plan and implemented within the next two years.

The EMPATIA platform [www.buergerbudget.wuppertal.de](http://www.buergerbudget.wuppertal.de) was used as the main channel bringing everything together, not only regarding the particular PB process but also regarding information and dialogue about the municipal budget. The platform was thus used as a showcase for the financial department, with the aim to provide easy to understand information about the municipal budget, with videos (produced by the local youth media initiative YouNect), info articles, FAQ and a quiz. The platform also provides a space for events related to the municipal budget and or the PB process. Besides a space for information, the EMPATIA platform was intensively used in all phases of the PB process. It was embedded as key element in a multichannel process. In phase 1, it was used for submission of ideas, commenting, and expression of preferences (liking). In phase 2, it was notably used for transparency and information, with up to date information on the results of the common good check and the municipal review. In phase 3, users could vote for their personal top five project ideas. For the voting, a method similar to a shopping cart was used, something as new for German PB as the SMS verification which was another key feature tested in the EMPATIA platform. As in the first phase, all results (=votes) collected on site were integrated online so that at the end of the voting the combined results of all votes (online and on site) was available immediately. The back office features were used by pilot partner Zebralog and the Wuppertal team mainly to add and edit content, update the project ideas status’, receive information on statistics, send out mailings to participants, and to review and facilitate comments.

### 4.7.1 Enforceable law framework for Wuppertal Pilot

- Federal level: The Federal Data Protection Act (BDSG) (*actuating Eu Directive 95/46/CE*)  
*Federal level: this binds the third **private** party (in our case: Zebralog GMBH)*
- State level: State Data Protection Act for North Rhine-Westphalia (DSG NRW)  
*State level: this binds the public administration (Wuppertal City).*

This entire law scheme, except for the constitutional provision, is going to be reframed with the coming into effect of the GDPR as of may 2018.

### 4.7.2 Legal responsibilities table

	Data controller	Data processor	Data holder	Public administration	Agreement
Wuppertal	Zebralog GMBH	Zebralog GMBH	OneSource	Wuppertal Municipality	Private agreement between Zebralog and Wuppertal <i>plus</i> declaration of cooperation from EMPATIA Consortium ex “Pilot’s formalization guidelines”, p.4
Notes	In Wuppertal the municipality is considered as a third part – that will receive in the future the anonymised data, and which is binded by a private agreement with a consortium partner; the agreement is validated <i>ex post</i> by a consortium procedure. Possible consequences on the end user's awareness are to be considered in this operational model.				

### 4.7.3 Informed Consent

All the participants to the Wuppertal pilot were required to provide personal data in order to verify their identity and right to participate to the Participatory Budgeting process in the city of Wuppertal. Informed consent has been collected at the moment of the registration, after acceptance of the Terms of Service and Privacy Policy accessible through the registration form, through a checkbox. Privacy Policy and Terms of Service are always accessible by the footer from any page on [www.buergerbudget.wuppertal.de](http://www.buergerbudget.wuppertal.de).

#### 4.7.4 Terms of Service

##### a) Joining EMPATIA DI Processes “on behalf of another entity”

In the Wuppertal Terms of Service the “on behalf” section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Wuppertal ToS.

- The ToS framework, on point (a), states: “If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions (...)”
- The text in Wuppertal ToS, on point (a), goes as it follows:  
*“Wenn Sie diese Vereinbarung im Namen einer Gesellschaft oder einer anderen juristischen Person abschließen, gewährleisten Sie, dass Sie berechtigt sind, eine solche Einheit, ihre Tochtergesellschaften und alle Benutzer, die über Ihren Account auf unsere Dienste zugreifen, zu diesen Bedingungen zu binden. (...)”*  
*Translation: “If you enter into this Agreement on behalf of a corporation or other legal entity, you warrant that you have the right to bind such entity, its affiliates, and any users who access our services through your account under these terms. (...)”*
- This version seems to leave room for someone to enter the DI process declaring, without proof, to represent an entity. Apart from the problem of welcoming a false declaration, the issue here at stake is the possible false representation of an entity..

Under this review focus, the Wuppertal ToS can be improved.

Hence, we suggest:

- To change the words of the ToS to state that it is not the participant who can declare him or herself as being the legitimate actor to speak on the behalf of a company or entity, but that is EMPATIA that, at the moment of the subscription, assumes that the data inserted are verified and that the subscriber is legitimately speaking on the behalf of the collective entity. Moreover, it should be emphasized EMPATIA cannot be made responsible for any internal problems experienced by the subscribing entity eventually misrepresented.
- A further development could be asking the subscriber, acting on the behalf of an entity, for the internal report/minutes that gives the subscriber the legitimacy to operate in name of the entity and/or specifically to engage in EMPATIA activities.

##### b) Human Beings Users

In the Wuppertal Terms of Service the “human beings users” section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Wuppertal ToS.

- The ToS framework, on point (c), states: “Users of the Site shall be human beings. Accounts registered by or other automated methods are not permitted”.
- The text in Wuppertal ToS, on point (c), goes as it follows:

*“Nutzer der Website müssen Menschen sein. Accounts, die von “Bots” eröffnet werden oder andere automatisierte Methoden sind nicht zulässig.”*

*Translation: “Website users need to be human beings. Accounts opened by “bots” or other automated methods are not allowed. ”*

Under this review focus, the Wuppertal ToS can be improved. Hence, we suggest:

- Add unambiguously who is the responsible, in the DI process, to evaluate the real identity – if human or not – and that the users may be randomly asked to prove their identity;
- Detail the exclusion inquiry and process.

#### c) User Generated Contents Management in the Terms of Service

In the Wuppertal Terms of Service the UGC section is wholly imported from the 1.3 EMPATIA Terms of Service framework document without any specific text adaptation for the pilot. This carries on the common problems from the Terms of Service framework to the Wuppertal ToS, namely:

- The ToS framework, on point (d), states: “Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>)”.
- The text in the Wuppertal ToS, on point (d) goes as it follows:

*“Sofern nicht anders angegeben, soll der nutzergenerierte Inhalt, der aus den Diskussionen und den Prozessen auf dieser Website entstanden ist, unter der Creative Commons Attribution – Non-commercial – Share alike 4.0 International Lizenz (vollständige Details unter <https://creativecommons.org/licenses/by-nc-sa/4.0/>) veröffentlicht werden*

*Translation: Unless otherwise noted, the user-generated content created by the discussions and processes on this site is licensed under the Creative Commons Attribution - Non-commercial-Share alike 4.0 International License (for full details see <https://creativecommons.org/licenses/by-nc-sa/4.0/>)*

The text is followed by a long bullet point list in which the users are warned of what they warrant about commoning their UGC.



- This leaves **uncoped** the **actuating** of the “Commoning principle” of the EMPATIA project in the “Responsibility principle” sense: we shall make unambiguously understandable that every content produced by users is fully under their responsibility and that EMPATIA cannot constantly supervise all the UGC, apart from the usual moderation duty;

Under this review focus, the Wuppertal ToS **welcomes a phrasing improvement**. Hence, we suggest:

- Add further explanation about the CC 4.0 license in which the commoned UGC will be released: specific news about the terms of sharing for a not well known licence scheme (i.e. even the fact that the UGC will be legally shareable could be not obvious for an average DI participant);
- Further underline the opt-out chance in the first sentences.

Moreover, in the Wuppertal ToS there is no mentioning of a “rules of the debate / etiquette section”, which has demonstrated to be a needed and useful addition to the ToS documents

- In the ToS document for the Pilot we shall publish, with a “soft-power” approach, some guidelines / good manners on how to operate within the EMPATIA platforms. This should include a list that forms an integral part of EMPATIA documents that regulates the concrete behaviour of the users / subscribers of the EMPATIA platforms.
- In the Wuppertal ToS there is no such section.

Under this review focus, the Wuppertal ToS can be improved.

Hence, we suggest:

- Create a **participant's etiquette / dialogue rules in which the moderating duty – users responsibility balance is unambiguously explained**.
- This etiquette section shall be integral part of the ToS accepted while entering the DI process managed by EMPATIA.

#### e) Management of Third Party Services

In the Wuppertal Terms of Service, the third party services section is imported from the 1.3 EMPATIA Terms of Service framework.

- The ToS framework, on point (g) states: “We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies”
- The text in Wuppertal ToS, on point **(7)** goes as it follows:



*“Wir verwenden die auf dieser Seite genannte Drittanbieter-Software, um weitere Funktionen und einen leistungsstarken Service anzubieten. EMPATIA teilt Daten mit diesen Dienstleistern und verlinkt der Einfachheit halber diese Seite auf die Datenschutzrichtlinien der Drittanbieter. Weitere Informationen finden Sie in unserer Datenschutzerklärung (Link): Google Analytics”;*

*Translation: "We use the third-party software mentioned on this page to provide additional features and a powerful service. EMPATIA shares data with these service providers and, for convenience, links this page to third-party privacy policies. Further information can be found in our privacy policy (link): Google Analytics ";*

The text is followed by an explanation of how does EMPATIA-managed DI process make use of an external services, for what purposes, by which boundaries:

*“Trackt Seitenaufrufe und andere Nutzungsstatistiken. Google erhält IP-Adressen der Nutzer und andere Metadaten der Sitzung sowie URLs von besuchten Seiten, die mit Diskussionstitel und Gruppennamen aufgeführt werden”.*

*Translation: "Tracks page views and other usage statistics. Google receives users' IP addresses and other session metadata, as well as URLs from visited pages listed with discussion titles and group names. "*

The third party service's privacy policy is attached, tough not explicitly stated.

- This phrasing is fully compliant to the framework *ratio*, gives the user / subscriber full disclosure on what external services are used during EMPATIA-managed DI processes. Moreover, information is understandable about what sections of users experience are managed by EMPATIA, what sections EMPATIA makes use of external services, and what are the rules and documents involved – tough a little improvement in the phrasing could be a step towards the full compliance to the framework.

Under this review focus, the Wuppertal ToS is **our best practice**, tough under an optimal level of phrasing.

Hence, we suggest:

- Add a short sentence which unambiguously points to the external link of the Privacy Policy, of the third party service used by EMPATIA-managed DI processes.

Further development could include:

- State unambiguously that while using of third party services, no identifiable data on the user is directly transmitted from EMPATIA-managed DI to third party services.

#### 4.7.5 Privacy Policy

a) Roles of Organizations Involved

The Wuppertal privacy policy, in the organization involved roles' section, is wholly imported from the 1.3 EMPATIA Privacy Policy framework document without any specific text adaptation for the pilot.

- The PP framework, on point (a) states: “The data management for this Site is shared between the following organizations:- Data Controller and responsible for the enforcement of the Privacy Policy: (insert party responsible)”

The Wuppertal PP, on point (a), goes as it follows :

*“Die Datenverwaltung für diese Website wird von den folgenden Organisationen geteilt: Datenverantwortlicher und verantwortlich für die Durchsetzung der Datenschutzerklärung: Zebralog GmbH & Co. KG; Datenverarbeiter und zuständig für die Verwaltung der Daten zu den in der Datenschutzerklärung festgelegten Zwecken: Zebralog GmbH & Co. KG; Verantwortlich für Datenarchivierung und -pflege: OneSource (Portugal)“.*

*Translation:* "The data management for this website is shared by the following organizations: Data Controller and responsible for enforcing the Privacy Policy: Zebralog GmbH & Co. KG; Data processor and responsible for managing the data for the purposes set out in the Privacy Policy: Zebralog GmbH & Co. KG; Responsible for data archiving and maintenance: OneSource (Portugal) "

- This version makes it unclear for the end user what means that the specified consortium partner is the Data Controller and what rights it has on data.

Under this review focus, the Wuppertal PP can be improved. Hence, we suggest:

- Add a brief sentence indicating that the Consortium partner (Zebralog in this case) is the full owner of data collected in the DI process; using the very word “owner”, understandable by the majority of users;
- This has to be further discussed referring to the particularity of the Wuppertal case, on section at 4.7.6 of this report.

b) Amending the Policy

The Wuppertal privacy policy, in the amending section, is wholly imported from the 1.3 EMPATIA Privacy Policy framework document without any specific text adaptation for the pilot. This carries on the common problems from the Privacy Policy framework to the Wuppertal PP, namely:

- The PP framework, on point (j) states: “This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium. The Consortium may amend this policy in the future”.
- The text in Wuppertal PP, on point (j) goes as it follows:

*“Diese Bestimmungen wurden vom Centre for Social Studies in Coimbra, dem*

*Ethikkoordinator von EMPATIA, entwickelt und vom Konsortium genehmigt. Das Konsortium kann diese Bestimmungen künftig im Rahmen der in unseren Nutzungsbedingungen festgelegten ethischen Grundsätze ändern.”*

*Translation:* “These provisions have been developed by the Center for Social Studies in Coimbra, Ethics Coordinator of EMPATIA, and approved by the consortium. The consortium may change these terms in the future under the ethical principles set out in our Terms of Use.”

- This version does not make it clear for the end user who is the actual entity that has the responsibility to make changes to the PP document.

Under this review focus, the Wuppertal PP can be improved..

Hence, we suggest:

- Add unambiguously who is, on behalf of the Consortium, legitimate to amend the operating documents;
- Detail which are the procedures for the PP amending; if and where the end user can be involved, how, and who to apply to.
- A further development could have been the appointment of a specific Ombudsperson for Wuppertal pilot, in charge of managing conflicts and being the front office person for claims and problems coming from end users.

The Wuppertal privacy policy, in the enforceable legislation section, is imported from the 1.3 EMPATIA Privacy Policy framework without the adding of the relevant regulation operating in Germany:

- The PP framework, on point (I) states: “The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of Portugal (...)”
- The text in Wuppertal PP, on point (I) goes as it follows:

*“Der Regulierungsrahmen für den Datenschutz und das Management wird durch die folgenden Normen und Vorschriften der Europäischen Union und die Gesetze von Deutschland geprägt, in denen der Dienst eingerichtet ist.”*

*In translation:* “The regulatory framework for data protection and management is defined by the following standards and regulations of the European Union and the laws of Germany in which the service is established.”

A bullet point list of the enforceable regulation on the international and national level is not added, and is indicated only that “the data protection regulations of the state of North Rhine-Westphalia and of the European Union are applied”, without specific legislative references.

- This version is not compliant to the framework structure and gives the end user incomplete information on the regulatory scheme.

Under this review focus, the Wuppertal PP can be improved.

Hence, we suggest:

- Add the specific legislative references, including names and references of binding laws applying to German legal situation.
- Further divide legislative references between national and international law acts.

#### **4.7.6 Wuppertal specific issues**

The main issue detected in the Wuppertal case regards the legal boundaries and connection between consortium partners and public administration involved.

Data Controller and Data Processor roles are taken by ZebraLog, a consortium partner; responsibility for Data Archiving and Preservation is instead OneSource, in Portugal.

Differently from Milan, which is the only Pilot where the public body has remained data controller for the pilot, this case is similar to Lisbon, where OneSource has played the same double role of controller and processor.

As in the case of Lisbon, this approach entails a strong limitation of responsibility by the municipality involved, increasing the ethical responsibilities of the private data controller and processor as the unique responsible entity for the enforcement of the protection of the right of participants to pilot. As per the case of Lisbon, there is a question on the actual awareness regarding this point of the participants to a Pilot where they are involved in a dialogue with the public authorities regarding decisions of public interest, and implicitly identifying the public actor as the reference regulatory body.

### **4.8 Lessons from Pilots**

At the end of this extensive Chapter, here we summarize the most relevant lessons learned in the review of ethics in EMPATIA pilot, not focusing on those elements that are context-related, but on those entailing ethical issues that we can expect to find in any other use of EMPATIA's methodologies and technologies.

#### **1) Parties involved**

The main issues at stake when engineering the ethical framework of a DI innovation is to establish as firmly as possible the who-is-who: who is the Data Controller, what is the organization that has

the political control of the DI process and who is the Data processor, in charge to actually manage the data for the purposes established by the Controller. This point is emphasized also in the guidelines about data processings under the GDPR – and about any data processing generally speaking: “The existence of well-defined controller(s) is a precondition for the processing itself”, says the Art29 WP in an already quoted opinion<sup>10</sup>. So it is crucial that any entity might start in the future a DI innovation, managed or not by an EMPATIA system, keeps firmly in mind that the very first issue to be solved is the clarification of the legal responsibilities on data management, an issue that has the capability to have a cascade effect on the subsequent moments of the DI innovation process.

Waiting for an unambiguous law interpretation from the courts after the coming-into-effect of the GDPR, we have to stick to the pre-existing law scheme as interpreted by the national judges under the Directive. In the “Banca d'Italia / Centrale Rischio” sentence (01 aprile 2009, n. 7958) Italy's Supreme Court, withholding the National Bank of Italy as the actual Data Controller of the automated *Centrale Rischio*, has restated that in a data processing scheme the Data Controller is the entity that sets the data processing operation; who frames the relation between the entities involved, who organizes the treatment: in a word, the Data Controller is the architect of the data processing operation.

The EMPATIA experience shows that in a DI process the real challenge is that of assuring that the public administration involved stays as the actual Data Controller of the data managed; this can happen if the public administration can provide, or is capable to find, the technical resources needed to control the DI process.

## 2) Votes, are they sensitive data?

Is the vote a data item? Is the votes - as an aggregate - something that we have to protect *via* privacy policy? Under a theoretical point of view, a vote cannot be identified as a data entry, because a vote is not an item, is an action. What is to be inserted in a privacy policy as something protected at the maximum level is the complex item “X has voted Y”, so it is something more respect the single identification of the user / subscriber (who is who) and something more of a raw list of votes. What is to be protected is the informations useful to single-out who has voted what, the link between the voter and the opinion: in the privacy policy this has to be explained in a way as simple as this.

Anonymised votes can be commoned, even single votes' cases, if anonymised, can be published (i.e. case studies: X, living here, this education, this age, these attitudes, has voted Y (has voted Z, A, B, C...) as long as X is unknown and there is no way to go back from Y to X), aggregate votes statistics can be (have to be) published, votes outcomes have to be published (in an EMPATIA-ethical levelled DI process). What has to be protected (last underlining, just to be sure) is the two-

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<sup>10</sup> Art29 WP Opinion 17/EN WP 252, p. 11

arrowed link (*synallagma*) between X and his/her Z votes.

### 3) Amending

Is it enough to say that the consortium can amend the privacy policy? We know that the ethical coordinator has this role but let ourselves refer to the third party services' issue treated beforehand, in which the consortium (someone on behalf of the consortium? The operator of the pilot?) had to modify the legal documents in a quick way, and an over-rigid policy scheme is something that can result in problems and potential threats to privacy management for the end users.

The suggestion is to establish clearly the amending documents' procedure, which could be as structured

- Unambiguous but flexible and trustworthy rules set at the beginning
- The rules include from the beginning the amending procedure, which is an integral part of the ruleset
- The procedure is detailed and the participant knows who's who in the procedure

### 4) Automated Users

The insertion into the terms of service of a simple statement assuming the human beingness of the users / subscribers leaves space for an uncorrect behaviour (we have a concrete example in the Lisbon scenario in which a section of the PB procedure – not organized by EMPATIA consortium) has been managed via *sms* sent from mobile phones, leaving wide space for cheating behaviours i.e. buying of proxy sms in bundles). The trade-off we have to have to manage is online / offline: a DI process that needs a political legitimation could lower the automated / bot users controlling, preferring to assume the risk of bots into the process. EMPATIA, as an high-ethics DI framework, shall instead pursue the political legitimacy of a DI process investing on a hybrid offline / online validation of users, maybe with a ponderated voting system that enhances the weight of the votes from the users who attend at the venues in person.

### 5) User generated contents

Two issues at stake here in this section: firstly, the real average users' understanding of the principle of copyleft, creative licenses, creative commons and the very concept that what they do, create and propose on a PB / DI platform can be commoned. The second issue is about the insertion, seen as really advisable, of a participant's etiquette / rules of conduct in every Terms of Service: a set of soft rules that became integral part of the agreement between data controller and data subject and is capable to frame the mutual experience between the participants at the DI process and between participants and the process administrator.

## 6) Third party services

All the third party services that may be used should be listed and explained in advance, may result in an un-manageable situation, for example in the case of emergencies. There is a third way between doing what we want, leaving us free to use third party services, and being *viceversa* too rigid on ourselves: it can be enough to state which third party services will be used for sure, and then add a disclaimer clause in which we say that if we'll be compelled to use a third party service not listed in advance, this emergency situation will trigger a procedure in which the terms of use are modified a warranty email will be sent to users, giving awareness about the modification.

All of this while keeping still and strong the fact that every third party service used must be detailed in terms of why we need it, how we do with it, and so on (the Milan example)



## 5 Ethical Scenarios for EMPATIA's Reuse

*This chapter provides the guidelines for the management of ethical issues in future uses of EMPATIA methods and technology, in Digital Democratic Innovations carried out in new context other than those of EMPATIA pilots. After the introduction, the second subchapter is dedicated to the extensive analysis of the new regulatory framework introduced by the General Data Protection Regulation that will enter into force in 2018, for all EU countries. The subchapter introduces a new set of ethical policies compliant with the new regulations, while making use of the lessons learned in pilots and explained in the previous chapter 4. The last part includes the description of five possible scenario of re-use of EMPATIA, describing in detail the ethical challenges related to each one, and the eventual changes to be adopted in the ethical policy. The new set of ethical policies is published integrally in ANNEX T and ANNEX U annex.*

### 5.1 Ethical Principles and Reuse Scenarios for EMPATIA's Results

As previously explained, one of the general objectives of EMPATIA is the creation of the condition for dissemination and exploitation of the technical and scientific results of the project. In our case, it refers to the replication of the methods for citizen engagement in Democratic Innovations and the digital technologies used to support their delivery, in contexts different from those of the pilots.

The delivery of a Democratic Innovation that uses digital technologies to engage people in decision-making processes is a scenario that entails a number of ethical issues per se. This requires proper management even if it is carried out in ordinary conditions and not within a research project. Many of the ethical principles defined for EMPATIA's use cases are indeed valid for other future scenarios of re-use of methods and technology.

For this reason we dedicated this chapter to analyse and define possible scenarios of replication of EMPATIA, focusing on the consequent "ethical risks scenarios" that will require management through the implementation of proper measures and policies.

The objective of this chapter is to provide an "Ethical Toolkit" that could be easily adapted to new scenarios of use of EMPATIA, able to cover the majority of the foreseeable ethical issues, based on the experience of the Pilots.

- First we analysed in detail the new regulatory framework introduced by the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). The GDPR will significantly change the regulatory framework for the implementation of hybrid democratic innovations in Europe and represents the "bottom line" to which any future use of digital technologies for citizen engagement will have to refer to.
- Second, we created a new set of policy templates compliant with the provisions of the GDPR. These templates are designed based on the lessons learned in the ethical review of pilots, for which a summary is reported.



- Finally we defined five possible ethical scenarios for EMPATIA. Each scenario shapes a different distribution of the responsibility on data management between the public and private actors involved in the delivery of a democratic innovation. For each scenario we identified the specific ethical risks foreseeable and the possible measures to prevent it.

## 5.2 The new scenario of GDPR

The grace period of the General Data Protection Regulation (GDPR) will end on May 25<sup>th</sup>, 2018: after this date, the new EU law will come into full effect; this date marks the end step of a long law building process that has started in 2012, some 20 years after the coming into effect of the first regulation of the personal data in the European space; since the Directive 95/46/EC multiple law pieces have layered the regulation scheme of privacy and personal data in the European Union<sup>11</sup>.

It seems necessary to sum up the first and most important consequence of the coming into effect of the GDPR: as an European Regulation, the GDPR has immediate enforceability in all the EU space, without any need for importing and tuning from the member state; is it mostly like a law enforced from a national state, but, instead, it has effect in the whole EU space. A Directive, like the 94/46, is an EU law act that must be welcomed into the national law system via an explicit reception from a national law; only in some specific situations a Directive can have some direct binding effects on EU citizens<sup>12</sup>.

It was under the presidency of José Manuel Barroso, mainly under the effort of the Justice commissioner Viviane Reding, that the European Commission has pushed into the direction of a comprehensive upgrade of the personal data regulation in the European Union. The proposal consisted in a binary system under the enforcing of two distinct law pieces: a regulation, enforceable in the whole European space, concerning all the data and privacy affairs; and a directive specifically designed for judicial cross-border affairs regarding personal data processing. This redesign of the law scheme is a paradigm shift from a scheme in which the data protection was a burden on the process of building the EU common market. It represented something to be limited and contained while the common market was being built, to a scheme in which the data protection is treated as a full individual right.

The data protection becomes a right not at the member states' disposal, but a fundamental right of the European citizen; and because of this new definition, the competence of its regulation is fully provided to the European Union. With the coming into effect of the GDPR the Directive is wiped out, leaving the member states only the duty of internal law harmonization with the new regulation.

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11 Just to list: the Directive 66/97/EC, the 46/95 update enforced with the Directive 58/2005, the Regulation 611/2013 on personal datasets' security breach

12 An outcome designed by the ECJ sentences since the Van Gend & Loos case in 1963

The approval of the new regulation has not come without criticism from member states and some of these observations can be useful in this analysis. The proposals for a new regulation from the European Commission had underlined, since the very beginning of the law-making process, its fundamental business-oriented spirit:

*Technological progress and globalisation have profoundly changed the way our data is collected, accessed and used. In addition, the 27 EU Member States have implemented the 1995 rules differently, resulting in divergences in enforcement. A single law will do away with the current fragmentation and costly administrative burdens, leading to **savings for businesses** of around €2.3 billion a year. The initiative will help reinforce **consumer confidence in online services, providing a much needed boost to growth, jobs and innovation in Europe**<sup>13</sup>*

In brief, the GDPR seems to be engineered to redesign the balance between the European citizens with their rights and interests as opposed to two fundamental issues: the business, growth and jobs sector and the research needs with specific eye on medical trials; and to complete, the law scenario, the directive on the judicial affairs that will cover the most sensitive issues that member state want to keep within their own strict jurisdiction.

EMPATIA-managed DI innovations, being processes that collect personal data from participants, stays firmly under the enforcement space of the GDPR. However, the provisions of the new regulation do not go along completely well with processes that are often at the crossroads between a public interest activity, a research project, and a privately managed data collection.

The Art.29 Working Party, an EU official consultative body on privacy issues established by the Directive itself, has recently stated that in the fields of data collection operations processed by the public sector **more legislation is needed**. Asking the European Commission to start an original law making process<sup>14</sup>: the Art29WP seems to have in mind a frame in which these processes are subtracted from the area of **consent as legal basis**, and are put, instead, in the area of the

<sup>13</sup> “Commission proposes a comprehensive reform of data protection rules to increase users' control of their data and to cut costs for businesses”, European Commission press release, 25 January 2012; emphasis added

<sup>14</sup> The opinion given by the Working Party was about an automated technological scheme for traffic monitoring, the C-ITS initiative, which was upheld as a data processing fully under the scope of the GDPR. However, writes the Working Party, “given the scope of C-ITS to improve road safety, foster transport efficiency and promote environmental sustainability, also through the implementation of this European wide interoperable system, the Article 29 Working Party finds that the long term legal basis for this type of processing is the enactment of an EU wide legal instrument (art.6(1)c of the GDPR). (...) The scope of the legal obligation needs to be properly assessed, and validated as proportionate and strictly necessary in a democratic society, as is required under the protection offered by the applicable fundamental rights. This assessment and law making process should be initiated by the Commission as soon as possible, in order to prevent that the processing of location data and other personal data of EU citizens within C-ITS will take place without a legal basis, and would not be fully covered by an adequate level of protection”. While this experience is not fully similar to an EMPATIA-managed DI innovation, is important for this analysis to underline how data collection from the public sector or from a publicly-intended initiative is something stays not at the core of the GDPR regulation, so that the Art29WP asks the EU institutions to provide further and specific legislation that extracts this processing from the area of consent, placing it, instead, under the area of the lawful obligation (Art 6.1.c, as mentioned) .

**processing under a legal obligation**, which is intended to be at an higher level of shielding towards the EU citizens.

This reconstruction has strong influences for a DI process and an EMPATIA assessment under the GDPR enforceability. In short, lacking an unambiguous wording from EU legislation, a DI process hosted, inspired, or managed by a public administration of the European Union must be built on two alternative foundations:

- An autonomous regulation from the member state law, comprehensive of national law and local regulation that defines the legal basis for processing, the boundaries, the responsibility balances and the remedies at citizen's disposal. In this scenario the PA is the actual Data Controller, acting as the architect of the data processing and the data collection is not processed under the consent legal basis. The citizen does not have to worry about her/his data giving, since participating at the DI process is something like, and something as warranted as, participating at the elections (i.e. voting)<sup>15</sup>.
- Lacking the space and the political sustainability of this first, ideal scenario, the legal basis for the DI innovation is obviously: (informed) consent. Building a process on informed consent as legal basis is consistent with the ethical principles underlying any DI experience, despite the internal distribution of responsibilities between public and private parties involved. In all foreseeable scenarios (as will be detailed in chapter 5.2) there is strong need of coordination between all actors involved, to cope with the new level of data subject rights, informed consent assessment, and burdens coming from the new EU regulation.

The first step to analyse the impact of the new GDPR regulation on EMPATIA project is, so, to analyse what has changed in the regulation when it comes to obtaining a full and informed consent from the data subjects, which is a foundational section of the upgraded EU regulation.

### 5.2.1 Informed consent assessment

Prof. S.Rodotà, serving as president of the Italian privacy authority from 1997 to 2005, said in a speech in 2004 that the privacy rights are necessary to not let ourselves “build the society of surveillance, of classifying, of the social selection”; is because of this, Rodotà added, that data protection and privacy defences are needed as shields against the risks of being “simplified, made objects, judged out of contest”<sup>16</sup>. This frame of thought has been incorporated in the new GDPR foundation; in 2010, some two years before the start of the legal process, Commissioner Reading

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<sup>15</sup> As a project with the highest ethical standards, EMPATIA Dis experiences could decide to rely on data collecting via consent even if the first scenario, the one built on legal obligation, should come into actual chance of realization; a mixed mandatory / consent based framework could make the participating citizen feel not only involved, but also respected as an EU citizen and rights owner by the public administration that is promoting a DI; in brief, we do not only need consent in the *iure condito* scenario: we want to obtain the citizens' consent in any case.

<sup>16</sup> Rodotà...

said: “It is my firm belief that we cannot expect citizens to trust Europe if we are not serious in defending the right to privacy”, and added: “For me it is clear that without the prior informed consent of citizens their data cannot be used”. The reinforcement of the provisions regarding the informed consent has become pivotal in the designing of the new GDPR.

This is why the new set of rules on informed consent is so important. The switch from a set of rules in which the privacy rights are burdens to be limited, to one in which the privacy rights are fundamental rights of the EU citizen, brings into the law act a complete enlisting of the data subject rights<sup>17</sup>, including:

- an empowered right of information, of human-readable of legal documents;
- an empowered right of access to databanks, specifically free of charge for the data subject;
- an empowered right of erasure of personal data from the data bank, and the right to be forgotten;
- a new right to oppose, limit, and restrict the data processing, specifically in case of processing based on legitimate interest and public interest;
- a newly introduced right of data obtaining and data portability;
- maintenance and confirmation of all the rights and remedies provided to the data subject in the directive scheme.<sup>18</sup>

Most of all is to be underlined the general principle stated in the GDPR: the European Regulation is designed to defend EU citizens' fundamental rights, “and in particular their right to the protection of personal data”; this means that the GDPR is to be considered a juridical shield putting data protection at the heart of the fundamental rights' portfolio owned by an EU citizen; a violation while treating personal data can result in a harm to the right to the protection of personal data and/or in a harm to another fundamental right of an EU citizen, alike<sup>19</sup>. The foundational assumption of the GDPR is that of an EU citizen who must be defended as a data subject, i.e. a carrier of valuable personal data that must be treated with all the technological and legal warranties to exclude the chance of the so called *single-out* (which occurs when subject personal data is identified by doing the reverse engineering of the data collected)<sup>20</sup>.

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17 “Effective protection of personal data throughout the Union requires the strengthening and setting out in detail of the rights of data subjects and the obligations of those who process and determine the processing of personal data, as well as equivalent powers for monitoring and ensuring compliance with the rules for the protection of personal data and equivalent sanctions for infringements in the Member States”; GDPR, Whereas 11

18 A comprehensive picture available here: <https://tinyurl.com/y9wz7f8e>

19 “The scope of the rights and freedoms of the data subjects primarily concerns the right to privacy but may also involve other fundamental rights such as freedom of speech, freedom of thought, freedom of movement, prohibition of discrimination, right to liberty, conscience and religion”; Art29WP opinion 17/EN WP 248, page 4

20 “An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an

Is in this scenario that the new informed consent structure takes place; under the GDPR, the consent – which means the “agreement to the processing of personal data relating to a data subject”<sup>21</sup> – that the Data Controller must obtain from the user shall be “freely given, specific, informed and unambiguous”<sup>22</sup>. The Article 29 Working Party has further detailed the picture of the consent under GDPR:

Data controllers need to pay careful attention to the modalities of obtaining specific, free and informed consent from different participants (...). Such consent must be provided separately, for specific purposes, may not be bundled (...) and the consent must be as easily withdrawn as it is given.<sup>23</sup>

In brief, the GDPR seems to design a situation in which the data subject, in exchange of his/her consent given to the data processing, remains in full control of data stored by the data controller; the consent to the data processing must be exchanged for a series of tools, warranties, and actual remedies put at the subject's disposal. The subject must be furnished of all that is needed to give a truly informed consent. The data controller must be able to demonstrate, at anytime, the legal basis that governs the data processing's foundation. The tools provided to the subject must be capable to act like “a control panel” for the data subject, that can easily modify or call back the terms of her/his consent, ask for the data processing to be interrupted or modified, and request that the data given be erased, translated, or modified.

An EMPATIA-driven future DI experience will provide a fully informed, and GDPR compliant, consent from data subjects by doing a substantial reframing of its legal documents' structure that can cope with the transparency and disclosure requests from the GDPR.

### 5.2.2 Layered legal documents

The Article29 Working Party underlines how in the GDPR there is no mention made about a compulsory or recommended form for privacy notices and legal documents published from data controllers. The only request from the GDPR is that of article 7, stating that “the request for consent shall be presented in a manner which is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language”<sup>24</sup>. Article29 WP adds:

*When seeking consent, controllers should ensure that they use clear and plain language in all cases. This means a message should be easily understandable for the average person and not only for lawyers. Controllers cannot use long illegible privacy policies or statements*

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identifier such as a name, an identification number, location data, an online identifier or to one or more factors”; GDPR, art 4.1

21 GDPR, art 4.11

22 GDPR, art 4.11 and the Art29WP opinion 17/EN WP259 on consent under GDPR

23 Art29WP opinion 17/EN WP 252 page 10

24 GDPR, Art 7.1

*full of legal jargon. Consent must be clear and distinguishable from other matters and provided in an intelligible and easily accessible form. This requirement essentially means that information relevant for making informed decisions on whether or not to consent may not be hidden in general terms and conditions<sup>25</sup>.*

There are a few best practices in privacy policing and legal writing for digital services that can be mirrored and imported for the reframing of the EMPATIA legal documents<sup>26</sup>. The approach proposed intend to shift from legal policies as mere documents to legal policies as consensus-building process; a layered approach that will be capable of obtaining a real and informed consent from the citizen while coping with the ethical principles of EMPATIA and being compliant with the GDPR alike.

We conceive an account creation and registration experience engineered on a phases-base:

- 1) Phase one: Registration to the EMPATIA managed DI portal; a first minimal data entry.
- 2) Consent building phase:
  - a) First layer of the legal documents, an human-readable, short, and clear info sheet detailing at a glance what the user must be aware of about the DI process she/he is about to start;
  - b) At the end of the info sheet a “Proceed” button triggers the option to download (or to send via mail) the full legal documents – Terms of Service and Privacy Policy – created by the DI team. The legal documents, published in any case openly on the site, must be made available and downloadable from the user as a part of the registration process;
  - c) Consent in a box: after the downloading of the legal documents, an open text box appears. The user is requested to insert manually in the box a simple but significant phrase that can certify that her/his consent has been actively given. In this phase the EMPATIA consortium becomes assured that the data subject has: received and read the legal documents; given an informed consent on his/ her participation to the process and adds here that this content given be withdraw at anytime
- 3) Finalizing phase: the data subject is given full control of her/his account in a “control panel” scheme, where she/he can complete the data entry with additional data if needed, and she/he is provided with the certification of the consent given. Remedies at citizen's disposal are highlighted, including the identity and the contact details of the DPO.

In the next section we provide further details about some elements just presented.

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<sup>25</sup> Article 29 WP Opinion 17/EN WP259, p. 14

<sup>26</sup> Useful to mention the case of Iubenda ( <https://tinyurl.com/ha6nhxs> )



### 5.2.3 Information sheet

On the first layer of the consent-building phase we shall describe the minimum elements that are necessary to make an informed consent, as enlisted by the Art29 Working Party<sup>27</sup>. Hence, we shall provide:

- (i) who is the data controller of the DI process;
- (ii) what is the aim of the DI process for which we ask for consent (e.g. participatory budgeting);
- (iii) what (type of) data will be collected and used and for what purposes;
- (iv) the existence of the right to withdraw consent in the future;
- (v) the disclosure of the fact that the data will be anonymised/pseudonimized and reprocessed for research purposes, and that any citizen will be able to object to this reprocessing.

This is all that is needed to assure that in the very first step, when the attention of the citizen participating is at its maximum, the key information is shared and received by him.

### 5.2.4 Legal documents

After the info sheet, the legal documents download phase arises. The user is asked to download / send to email, the Privacy Policy and Terms of Service documents; there is no way to avoid downloading or having these documents sent via mail. In these documents, she/he will find:

- **Terms of Service:**
  - Who we are, the parties involved: who is the PA that architects / endorse the DI process, who is the data controller (if different from the PA), who is the data processor (if existing), who is the data holder (if existing), who is the DPO, what is the agreement and responsibilities scheme between these parties;
  - Our ethical policies (resumed in an expandable / scroll down system)
  - What a citizen entering a DI process must be: a human being (as opposed to the bot/automated users entering<sup>28</sup>), and who is entitled to check;
  - What a citizen entering a DI process must know:
    - The User Generated Content rules;

<sup>27</sup> Art29 WP opinion 17/EN WP259, p. 13

<sup>28</sup> It is worth to notice that the GDPR gives the data controller full chance to verify if the user is a human being / real identity of a data subject entering a data collection process, especially in the case of a request / rights activation from the data subjects. See GDPR art 12.6

- What is the commoning principle, what is the functioning of the creative licenses and how we use them for our purposes;
- The terms of data anonimisation / pseudonimization and reprocessing for research purposes.
- Our liability limitations;
- What is our documents amending procedure explained step by step;
- Our details, contact information, DPO contacts (in common with the TOS).
- **Privacy Policy:**
  - Introduction; existence of a data processing, existence of an arrays of rights and remedies at citizen's disposal;
  - What data we process: listing of all data categories that the DI process will gather, with the final assuring that these data are the exact amount of data necessary for carrying out the process;<sup>29</sup>
  - For what purposes we collect these data: to carry on the DI experience, to anonimise and reprocess data for scientific purposes;
  - The legal basis of our processing: the consent;
  - The citizens' right, enlisted and explained;
  - Third parties concerned with our data processing;
  - Cookies:
    - What Cookies are;
    - How we use cookies;
    - How we manage cookies.
  - Data retention period: for how long do we store the data;
  - Our details, contact information, DPO contacts (in common with the TOS).
- An additional chance could be to create and publish a shareable version of the Data Management Plan, giving the citizen the chance to download the short version and the

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29 In compliance to art 25.2 of GDPR, Privacy by default



complete version of the DMP alike.

### 5.2.5 Consent as a box

The GDPR wording on the obtaining a consent is quite unambiguous in asking the data controller to request not only a fully informed consent, but also a consent obtained in a peculiar way: by a “clear affirmative act”<sup>30</sup>. Again, the Article29 Working Party details what this may mean when the GDPR will come under full effect, defining this “clear affirmative act” as an “unambiguous indication of wishes”.

*A “clear affirmative act” means that the data subject must have taken a deliberate action to consent to the particular processing. Recital 32 sets out additional guidance on this. Consent can be collected through a written or (a recorded) oral statement, including by electronic means. Perhaps the most literal way to fulfil the criterion of a “written statement” is to make sure a data subject writes in a letter or types an email to the controller explaining what exactly he/she agrees to.<sup>31</sup>*

While the Art29WP sustains that “is not realistic” that every subject is asked to manually write something that demonstrates its unambiguous will to give consent as requested, there is the chance to engineer a simple tool that goes beyond a mere “tick box” for giving consent, but stays at an easier level than obliging the writing a complete email. We suggest a simple text box in which the citizen participating in the DI shall give her/his consent by manually writing a small, easy, and pre-suggested phrase, maybe the answer to a prompted question such as “Do you give your consent?”, to be answered by typing “Ok” or “I agree”.

The manual typing of the consent giving shall fully meet the GDPR provisions about making the subject fully aware in giving consent; while coping also with the burdens imposed on the Data Controller in terms of preserving all proof of the consent gathered, to be able to present them anytime needed or asked: the engineering of the scheme for consent obtaining is, in fact, one of the pillars of the new accountability system under the GDPR scheme.

### 5.2.6 DPO

Under the GDPR, the need for a DPO nomination in an EMPATIA-managed DI process appears to be very likely, if not sure at all. In fact, article 37.1 letter (a) of the regulation calls a DPO compulsory every time the data processing “is carried out by a public authority or body”; but even in the case described above, in which the link with the public administration endorsing the DI process cannot be direct, the need for a DPO managed by a private actor is nonetheless seemingly compulsory under article 37.1 letter (c) when the GDPR ask for such a nomination every time “the core activities of the

<sup>30</sup> GDPR, Whereas 32, art 4.11

<sup>31</sup> Article29 WP Opinion 17/EN WP259 p.16

controller or the processor consist of processing on a large scale of special categories of data pursuant to Article 9” which speaks of special data categories such as “personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership”. The nomination of a DPO in a DI experience seems, altogether, more than advisable.

In the GDPR scheme, the DPO is the officer that takes the responsibility of keeping up the communication channel between the organization and the Data Protection Authority; it is mainly an advisor which sustains the board or is responsible of the entity that processes data in the monitoring of the data processing and in compliance with the GDPR; and the first and main interface with the DPA, its requests and its powers<sup>32</sup>.

Furthermore, a specific provision in the GDPR gives the DPO the position of front office for all issues referring personal data processing:

*Data subjects may contact the data protection officer with regard to all issues related to processing of their personal data and to the exercise of their rights under this Regulation.*<sup>33</sup>

In the Directive law scheme, the EMPATIA-managed DI processes (pilots) providing the Ombudsman figure, as an ideal supervisor of all ethical and legal issues and remedies activator on the side of the data subjects. The GDPR gives us the chance to empower this position unifying the duties of front office for the data subjects, and in compliance with the monitor / data protection advisor into the unique DPO figure.

### 5.2.7 Rights, remedies and accountability

The GDPR gives the data subject the access to a wide array of remedies, inside the data collection process as rights to activate and outside the data collection process as judicial and non-judicial paths to be followed. All of these must be unambiguously exposed during the consensus building phase, in the legal documents and some of them properly highlighted in the final phase of the data subject's registration. The self-management of the accountability channels at data subject's disposal is the other pillar of the accountability system under the GDPR, where the Data Controller must demonstrate to have built, by default, a privacy system adequate to keep the data subject shielded from privacy misuse and data breach<sup>34</sup>.

Namely, in the “rights” sections of the Privacy Notice must be highlighted:

- Rights of information, as wide as framed in articles 13 and 14 GDPR. Specific attention must be given to the information about the right to withdraw consent at anytime, that shall be highlighted at the moment of consent giving (“consent in a box”);

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32 GDPR art 39  
33 GDPR Art 38.4  
34 GDPR art 25-32

- Right of access to data processed, as of art 15 GDPR;
- Right of rectification of data processed as of art 16 GDPR;
- Right of erasure of data processed under the conditions described by art 17 GDPR;
- Right to restrict the processing under the conditions described by art 18 GDPR;
- Right of data portability as of art 20 GDPR;
- Right of object to data reprocessing for scientific purposes, as of article 21 of GDPR;
- The time at Data Controller's disposal for answering when a Data Subject's right is activated (30 days for ordinary requests)

All of these rights must be presented to the data subject in the privacy notice in a wide and complete form; but in the information sheet what must be unambiguously stated for the data subject is the presence, the availability, and the contact information of the Data Protection Officer; this should be reachable regarding any information, generic or punctual, about the data subject's rights.

Further information must be provided to the data subject, and most importantly the chance of activating a judicial remedy with her/his national Data Processing Authority<sup>35</sup> or national judge. This requires further clarification regarding the chance of not knowing which DPA is concerned with an EMPATIA-managed DI process. The Art29WP has published an opinion on these matters (16/EN WP 244 rev.01) where it details which law is enforceable in cases of cross border operations.

The general principle is stated on art 77 GDPR, giving each data subject the chance to activate the DPA "in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes this Regulation"; this does not mean that the DPA contacted from the data subject will be the DPA that will actually manage the assumed infringement. In the case of an assumed cross borders data processing, a lead DPA authority must be identified: Art29 WP states that a data processing has the cross bordering feature if the data controller is based in multiple EU member states, or if the data processing "substantially affects or is likely to substantially affect data subjects in more than one Member State"; the WP further defines what "substantially affecting" means.

For the full explanation we refer to page 3-5 of the up mentioned opinion. For our purposes is enough to say that in an ideal scenario a DI process managed by EMPATIA and architected / endorsed by a local public administration does not occur in cross bordering situation, not even referring to the data reprocessing for scientific purposes post-anonymisation – if the scientific trial is conducted in a member state different from the one in which the data collecting takes place. These two qualities

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(reprocessing and anonymising) are enough to exclude that an eventual scientific trial in another member state may be defined as a process “substantially affecting” citizens in more than an EU member state. For a DI process to be defined as so, it shall be implemented as an EU-wide or multi-state DI experience (as the EMPATIA research project has been, with its four pilots), which is not an ordinary scenario of delivery for a DI (See also 5.4). Hence, it completes the remedies list at data subject's disposal, by giving the chance to activate an “effective judicial remedy against a supervisory authority” (a DPA), as described in the article 78 GDPR; and of the “right to an effective judicial remedy against a controller or processor”, as described in the article 79 GDPR; in both cases “without prejudice to any available administrative or non-judicial remedy”.

### 5.2.8 Reprocessing for scientific research purposes

Under GDPR, a special place is upheld for scientific activities. The European Commission has recognized that scientific activity is often not completely foreseeable at the time of a data collection<sup>36</sup>; thus, at art 5.1 letter b is specifically stated that “further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes (‘purpose limitation’). What is stated at article 89.1 regards the “appropriate safeguards” that permit the processing under “archiving and scientific purposes”: we are talking about “technical and organisational measures are in place in particular in order to ensure respect for the principle of data minimisation. Those measures may include pseudonymisation provided that those purposes can be fulfilled in that manner. Where those purposes can be fulfilled by further processing which does not permit or no longer permits the identification of data subjects, those purposes shall be fulfilled in that manner”.

So in brief, secondary reprocessing of personal data if pseudonymized / anonymised (whichever of the two offers the better warranties to the data subjects see Chapter 6) is completely permitted under the GDPR scheme and even encouraged. What should be noticed, for our purposes, is the establishing since the beginning of a DI process of an unambiguous and strong anonymisation scheme by an entity responsible for the data neutralization<sup>37</sup>. The best scenario is the one in which the data neutralization centralization is entrusted to an entity located at a short distance from the data collecting situation, i.e. a local university that acts as ethical / scientific partner to the Public Administration that endorses the DI innovation.

## 5.3 EMPATIA Ethical Policies Within the Framework of GDPR

As already explained, the enter into force of the GDPR will significantly change the regulatory

<sup>36</sup> GDPR, Whereas 33

<sup>37</sup> Privacy by design, GDPR Art 25

framework for the implementation of hybrid and digital democratic innovations.

Considered the relevant implications on this new regulatory framework introduced by the GDPR, CES developed a new set of ethical policies that can be adapted for future use of EMPATIA's methods and tools.<sup>38</sup>

### 5.3.1 The new Privacy Policy

As explained in point 5.2.4, a new base model for a privacy policy that is useful for future DI process must be significantly modified to cope with the provisions of the GDPR. We should remark that, in December 2017 – when this report was being written – there were just a few actual examples of legal documents compliant with the GDPR.

In this report we include (ANNEX T - New Privacy Policy Model) a customizable Privacy Policy model that can be used, with the proper modification, in each scenario described in the next section 5.4 of this document.

The new PP document includes:

1. An initial Information Sheet (that could be used separately as a summary of the content of the PP).
2. A definition of the Organizations involved and related responsibilities, where we introduced the Data Protection Officer as a main-reference for the enforcement of users' rights, a section which is made compulsory in the GDPR.
3. The declaration of the legal basis underlying the privacy policy, at EU, national and local level.
4. The detailed definition of the data collected, and purposes of data collection, including: personal data, user generated content, and other non-identifiable information.
5. Provisions for reprocessing the data for scientific purposes, including specific rules for the implementation of Open Access principles.
6. Detailed description of the right of the users, and means for related enforcement.
7. Detailed description of third party's services that could have access to data.

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<sup>38</sup> "Since, as previously stated, the coming into effect of the GDPR is scheduled for May, 2018, there are very few examples of GDPR-compliant legal documents published in accessible / open format. Notable examples include privacy notice framework developed by IAPP and privacy policy framework published by SEQ legal; these documents were used as study and review materials for this PP and Tos designing"

<https://iapp.org/resources/article/sample-data-protection-policy-template-2/>

<https://seqlegal.com/free-legal-documents/privacy-policy>

8. Cookies policy.
9. Data preserving and storage means.
10. Data retention time and means for data erasure.
11. Procedures for modifying the privacy policy.
12. Opt-out procedures.
13. Contact information.

### 5.3.2 The new Terms of Service

The Terms of Service are commonly defined as the set of rules by which one must agree to abide in order to use a service. While the GDPR introduced a supranational legal framework that helped us to create a standard model for privacy policy, the “Terms of Services” remain highly dependent by context related variables including:

- The purpose and design of the Democratic Innovation delivered, including the eventual existence of in person means of engagement;
- The accessibility of the DI (e.g. universal access or restricted to specific social groups);
- The co-existence of more digital services used to deliver the DI (e.g. EMPATIA platform + OPENDCN platform in the case of Milan, or the integration with LiberOpinion in the portal Lisboaaparticipa in Lisbon).

For this reason, the actual reuse of the new Terms of Service model (ANNEX U- New ToS Model) will require significant adaptations that cannot be easily foreseen at this moment. We have thus created a loose model that includes the following fields:

14. An initial Information Sheet (that could be used separately as a summary of the content of the TOS).
15. A definition of the Who’s who section.
16. A space for a description of the DI delivered with this service(s).
17. A chapter dedicated to the involvement of human beings and limitations of automated access to the service.
18. Behavioural rules of conduct for participants to the DI (e.g. a “Etiquette” of participation).
19. Provisions on the management of User generated contents and related Intellectual Property Rights.
20. Definition of the enforcement powers of the Data Controller and Data Processor with regards to the respect of the Terms of Service.
21. A Liability Limitation for the service providers.

## 22. Rules to modify and amend the ToS.

### 5.4 Future Scenario of Use of Ethical Policies of EMPATIA

Based on the experience of Pilots of EMPATIA we developed five possible Scenarios of responsibilities in data management in Democratic Innovations that we envisage as actual scenario of future use of EMPATIA's methods and tools. Each Scenario shapes a different relation between the parties involved in possible future uses of EMPATIA, taking into particular consideration the peculiar role of the public bodies involved in Democratic Innovations.

The first four Scenarios are referred to Democratic Innovation actively involving a public authority, generally a municipality, that decides to open its decision-making prerogatives to citizens and stakeholders participation. The case of Participatory Budgeting, core DI in almost all pilots of EMPATIA, strongly influenced the definition of these four scenarios, where the ethical implications and risks have been defined based on the actual experience of our pilots.

The fifth scenario foresees cases of use where the participatory space is opened by a non-public Institution.

	Scenario 1: In-house	Scenario 2: Regulation	Scenario 3: Externalization	Scenario 4: Cooperation	Scenario 5: Autonomy
Data Controller	municipality	municipality	Third Party	municipality	Third Party
Data Processor	municipality	Third Party	Third Party	Other institution	Third Party
Deployment Method	Local Installation	SaaS	SaaS	SaaS	NA



### 5.4.1 Scenario 1: In-house

In the “in-house” Scenario the Democratic Innovation is coordinated and managed by the Municipality/Local Authority, without intermediaries.

#### Data Management Responsibilities:

The Municipality/Local Authority is both Data Controller and Data Processor. The digital services used to support the participation of citizens and stakeholders are hosted directly on the servers managed by the IT department of the municipality, as well as the database hosting personal data of participants and content regarding the participatory process.

#### Cases of Use:

Large cities and metropolis, where there are significant scientific and technical capacities and resources. We did not experience this kind of Scenario within any of EMPATIA’s pilots, even if from a technical point of view the EMPATIA platform can also be deployed through a local installation. Nonetheless this scenario is common in metropolis and large European cities:

- Paris developed its own platform for citizen engagement tool internally <https://budgetparticipatif.paris.fr/bp/>.
- Madrid also developed its own internal tool <https://decide.madrid.es/>, and released it worldwide as open and free platform called Consul <http://consulproject.org/en/>.

#### Pros:

- Full control on data hosted on internal servers of the City
- Empowerment of the administrative structure
- Low Cost on long term (cost of the service/cost of knowledge transfer)

#### Cons:

- Resident (in house or contractors) skills required for configuration and customization
- Initial investment of time and resources required for the Municipality

#### Ethical Implications:

This scenario appoints on the municipality/local authority all the responsibility of definition and enforcement of the ethical policies. On one hand it ensures a clear identification of responsibilities for the participants, that is also consistent with the political responsibility over the Democratic Innovation delivered. On the other hand, this scenario does not exclude the possible existence of other third parties with access to data (e.g. subcontractors of the municipality for technical management services). These relations should be regulated by separated agreements/contracts between the parties and properly explained in the legal documents accessible to the public.



**Policy Variations for this Scenario:**

The PP / Tos documents provided from EMPATIA (ANNEX T - New Privacy Policy Model and ANNEX U- New ToS Model) are modelled on this scenario hypothesis. The documents are to be completed accordingly; it is strongly suggested to follow every step included, with particular attention to the legal basis section.

### 5.4.2 Scenario 2: Regulation

In the “Regulation Scenario” the Democratic Innovation is managed and coordinated by the Local Authority, but part of its delivery is externalized and subcontracted to third parties, responsible to provide technical services and eventually scientific or operative support. The relation between the Local authority and the private party is defined in a separated agreement that specifies provisions and duties related to personal data processing.

#### Data Management Responsibilities:

In the Second Scenario the Municipality is the Data Controller, while one or more private third parties are in charge of processing data. The digital services used to support the participation of citizens and stakeholders are hosted by a third party, as well as the database hosting personal data of participants and content regarding the participatory process.

#### Cases of Use:

Medium/Large cities without dedicated technical resources, where the externalization of data processing is inscribed in a legal framework that ensures public control. The Pilot of Milan represents exactly this scenario. While the municipality of Milan is the Data Controller in this case, the platform [www.bilanciopartecipativomilano.it](http://www.bilanciopartecipativomilano.it) (based on openDCN and EMPATIA code) has been hosted by UNIMI, in charge of both technical data management and responsible for data processing for the purpose of the pilot (e.g. verification of the identity of participants). In this case the relation between the municipality and the third party involved has been regulated by an official deliberation of the executive body of the municipality (see 4.5 Pilot 2 Milan: Ethical Review).

#### Pros:

- Regulatory power remains within the public domain, while processing-related burdens and risks are lessened by the externalization on specialized third parties.
- No significant skills and resources required.

#### Cons:

- Necessary the development and implementation of agreements and rules of conduct between the parties involved.
- Often public authorities do not accept to be data controllers if they are not physically hosting data (cultural resistance).
- Shared responsibilities can be misleading for final users.
- Trust-related issues.

#### Ethical Implications:

Externalization of data processing requires the enforcement of a solid regulatory framework that clearly establishes responsibility of the parties involved. The existence of general protocols and regulations on privacy rights enforcement at local level (i.e. the internal regulation on privacy of the Municipality of Milan), can be useful to further clarify the role and relation between controller and processor(s).

The division of responsibilities shall be properly communicated to final users.

### **Policy Variations for this Scenario:**

The very first issue to understand is that the public / private nature of the data collecting operation is defined by the nature of the data controller. In this hypothesis as well, it is likely the public administration will be considered as the actual data controller, since is the PA that is the architect of the operation. The PP and ToS documents are to be modified accordingly; for instance, and most importantly, in this situation the legal basis for the operation is still a lawful obligation or is now a consent-based operation? The externalization of some parts of the DI procedure does not automatically mean that the data collecting shall rest on consent as legal basis. This is because, in the establishing regulation, some space may be left to the PA to design a publicly and legally binding DI operation, which does not require consent as a legal basis. Hence, the main reference to be kept in mind must be the actual framing of the DI process, as it results from the legal documents involved; the exact organization of the subjects carrying on the DI process must be written in the legal documents, with full transparency duties in terms of annexes (documents establishing partnerships and consortiums); the citizen must be aware, as already stated, “who is who” in the DI process, where are their data stored, who is in the DPO structure and who is the subject to be contacted for a data subject rights' operation.

### 5.4.3 Scenario 3: Cooperation

The “Cooperation Scenario” is similar to the previous one, but with the relevant difference that the third party involved in data processing is not a private body, but another public authority (at the same of at a different territorial scale of the Local authority, for example a Region) in charge of the political coordination of the Democratic Innovation. While the overall process is managed and coordinated by the Local Authority, part of its delivery is externalized and subcontracted to a public third party, responsible to provide technical services and eventually scientific or operative support. The relation between the Local authority and the private party is defined by the regulations that establish relations and competences of the public bodies involved.

#### Data Management Responsibilities:

In the third scenario the Municipality is Data Controller, while one public third party is in charge of processing data. The digital services used to support the participation of citizens and stakeholders are hosted by a third party, as well as the database hosting personal data of participants and content regarding the participatory process.

#### Cases of Use:

Medium/Small cities without dedicated technical resources and limited regulatory capacity and/or distrust toward a shared public-private data management model. Existence of a supra-local institution committed to support local participatory processes.

We did not experienced this kind of scenario in any of EMPATIA’s pilots, but it could be observed in the case of the portal <http://open.toscana.it/web/partecipa>. In this case the Region provides digital services to support the municipalities that deliver locally their democratic innovations.

#### Pros:

- Regulatory power remains within the public domain, while processing-related burdens and risks are lessened by the externalization on specialized third parties.
- No significant skills and resources required from the municipality.

#### Cons:

- Existence of a supra-local public body committed to support local processes is a requirement.
- Necessary the development and implementation of agreements and rules of conduct between the parties involved, even though it could be already established in existing regulatory frameworks or directly at Constitutional level.
- Shared responsibilities can be misleading for final users, but it remains within the “public” framework.

- Eventual underlying political conflicts and tensions between the institutions involved can reflect on the implementation of ethical policies.

### **Ethical Implications:**

Externalization of data processing requires the enforcement of a solid regulatory framework that clearly establishes responsibility of the parties involved. The pre-existence of general protocols and regulations on privacy rights enforcement between the parties involved requires a detailed work, to align policy adopted to the general regulatory framework.

The division of responsibilities shall be properly communicated to final users.

### **Policy Variations for this Scenario:**

This scenario does not need an in-depth redesign of the model provided, since it is, in this hypothesis a 100% lawful-obligation DI process; so the main need is to adapt the legal documents to illustrate the multilayer structure of this DI process. Keep in mind that in this multilayer experience, the DPO duties become more burdensome and a proper DPO office, answering directly to the Data Controller who – in this hypothesis, is the upper layer of the PA – must be communicated to the citizens involved in the process. This organization is also likely to create ambiguity between the levels of the PA involved, and this must be assessed in advance. All the law pieces establishing the DI process and designing the multilevel experience must be made transparent.

#### 5.4.4 Scenario 4: Externalization

In the “Externalization” Scenario the Democratic Innovation is politically managed by the Local Authority, but its delivery is completely externalized and subcontracted to third parties, responsible not only to provide technical services and eventually scientific or operative support, but also in charge of defining policies for personal data management. The relation between the Local authority and the private party is generally defined in a separated agreement that can specify binding provisions for personal data processing (but generally is limited to reassess general legal requirements for a given context).

##### **Data Management Responsibilities:**

In this scenario a third private party is both Data Controller and Processor, eventually other third parties can be entrusted of specific data processing tasks. The digital services used to support the participation of citizens and stakeholders are hosted by a third party, as well as the database hosting personal data of participants and content regarding the participatory process.

##### **Cases of Use:**

Medium/Small cities without dedicated technical resources and limited regulatory capacity, and/or distrust toward a shared public-private data management model.

The Pilots of Lisbon (<https://www.lisboaparticipa.pt/>), Říčany (<https://ricany.empatia-project.eu/>), and Wuppertal (<https://www.buergerbudget.wuppertal.de/>) match this scenario, despite some minor differences.

##### **Pros:**

- No significant skills and resources required from the Municipality.
- Limitation of responsibilities for the public bodies involved.

##### **Cons:**

- Misalignment between political and implementation responsibilities.
- Ethical responsibilities are completely entrusted to a private body, whose accountability is not institutionally established.
- Necessary the development and implementation of agreements and rules of conduct between the parties involved.
- Trust-related issues.
- Difficult identification of further parties involved as processors of specific subset of data in the management of the service.

##### **Ethical Implications:**

Despite being a model commonly diffused in the delivery of democratic innovations, the total externalization of the management of data of human participants entails a significant number of issues that are related to the capacity to make effectively accountable the private party entrusted of Data management. For this reason, it is important in these case the definition of a local ethical policy framework for the DI that cannot be limited to the privacy policy and terms of use related to the use of the digital services. This should be extended to the complete transparency over the specifications of the externalization process. It means for example to publish and make accessible contracts and agreements related to the externalization of the service.

### **Policy Variations for this Scenario:**

In this scenario, the PA is something more or less acting as a “requesting subject” for a DI process, that is designed by a private organization. Since the hypothesis of an existing law piece delegating public obligation duties to a third party with designing power is quite unlikely, we will assume that the actual data controller is 100% the private organization and, thus, the DI process and data collecting are to be built on consent. This means that the legal documents provided are to be deeply reframed, most importantly on the section regarding the legal basis that is now, consent. We suggest to start with the work hypothesis designed at point 5.2.5 (Consent in a box) jointly with the analysis provided at point 5.2.1 on informed consent. Keep in mind that GDPR set of rules does not allow ambiguity: if a Data collection is based on consent, the data collection is 100% treated as a private operation, in every way similar to a collection managed by a for-profit corporation even if the public party is involved / requesting. What matters is the legal basis and the unambiguous and transparent choice of the data controller.



### 5.4.5 Scenario 5: Autonomy

We refer to an “Autonomy” Scenario as the case in which the whole democratic innovation is coordinated and delivered by one or more private parties that have a complete political and operational responsibility over the process of citizen engagement.

#### **Data Management Responsibilities:**

The private parties responsible for the political Management of the process establishes in each case the responsibilities of Data Controller and Data Processor, that are generally shared between more than one party.

#### **Cases of Use:**

The variety of possible case of use of EMPATIA’s results without the actual engagement of public bodies is not foreseeable. Most common case of use regards those participatory processes delivered through digital platform inside established groups and political organizations. It is the case for example of the collaborative platforms used by the political movement *Podemos* in Spain <https://plaza.podemos.info/>, or the M5S in Italy <https://rousseau.movimento5stelle.it/> .

#### **Ethical Implications:**

In detail this variable is too dependent by the context of implementation to be properly described. In general terms we can observe how, in this case, there is no role for the public authority whatsoever. It refers to a completely privately managed digital participatory process, fully relying on consent between private parties as legal basis. Nonetheless, this scenario can be unusual in the domain of Digital Democratic Innovations, but is common in the domain of individual private services delivered through digital platform, where participants shall provide personal data to receive the service (e.g. any social network entails these kind of private agreements between the user and the provider such as the Facebook, Linkedin, etc.). The responsibility to include specific ethical commitment is upon the data controller, and should depend by the context of implementation as well as by the objective and objects of public participation.

#### **Policy Variations for each Scenarios:**

Non applicable.

## 6 Data Management for Open Access

*This chapter reviews the ethical challenge related to the implementation of the Open Access strategy of EMPATIA, where data collected is supposed to be publicly released under an open framework. After introducing the Open Access strategy of EMPATIA, the following subchapters analyses the DMP to map exactly the ethical risks related to those dataset that are planned to be publicly disclosed. Finally we describe in details the procedures and internal protocols for the anonymisation of personal data collected during the pilot.*

### 6.1 Open Access Strategy of EMPATIA

This chapter includes a review on the implementation of the Open Access principles in EMPATIA, focusing on the management of the ethical risks related to the public release of research data collected through the active engagement of human beings within the pilots of EMPATIA and in the activity of evaluation and impact assessment.

EMPATIA follows the Open Access principles defined by the EU Commission in Horizon2020 in the “Guidelines to the Rules on Open Access to Scientific Publications and Open Access to Research Data in Horizon 2020”<sup>39</sup> and integrated in Article 29 of the AMGA signed by all the partners of the Consortium. Horizon2020 defines the following objectives as the cornerstones of its general Open Access framework

- Build on previous research results (improved quality of results);
- Encourage collaboration & avoid duplication of effort (*greater efficiency*);
- Speed up innovation (*faster progress to market means faster growth*);
- Involve citizens and society (*improved transparency of the scientific process*).

In addition to those general objectives of EC Open Access strategy, a major objective of EMPATIA is to improve the transparency and the capacity to analysis of the results of Democratic Innovations by making publicly available the data generated during the processes, allowing independent monitoring and research by third parties.

For this reason, an Open Access strategy for EMPATIA has been developed in the first months to guide the IPR management during the Action, with regard to these kind of results, covered by a number of different Intellectual Property Rights:

- Creative content;
- Scientific content;
- Datasets;
- Software.

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<sup>39</sup> [http://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/hi/oa\\_pilot/h2020-hi-oa-pilot-guide\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-pilot-guide_en.pdf)

Each public result generated through the intellectual work performed under EMPATIA will be indeed released under a policy/license adequate to its format and to the purposes of its generation.

The following Table summarizes the content of the Open Access Strategy, Annexed to this report in ANNEX S.

**Table 6-1- Open Access Dissemination Framework**

Result	WP	Framework for dissemination
i) Creative Content generated by the Consortium for communication purposes	WP5	Creative Commons 4.0. by-nc-sa ( <a href="https://creativecommons.org/licenses/by-nc-sa/4.0/">https://creativecommons.org/licenses/by-nc-sa/4.0/</a> )
ii) Scientific Content generated by the Consortium as result of the research activity carried out under the framework of EMPATIA	WP1, WP4	Either: 1. Self-archiving / 'green' open access 2. Open access publishing / 'gold' open access
iii) Software	WP2	GNU Affero General Public License v.3.0 ( <a href="https://www.gnu.org/licenses/agpl-3.0.en.html">https://www.gnu.org/licenses/agpl-3.0.en.html</a> )
iv) Data and content generated in Pilots of EMPATIA	WP3	Either: 3. Open Data Commons Open Database License (ODbL) ( <a href="https://opendatacommons.org/licenses/odbl/1.0/">https://opendatacommons.org/licenses/odbl/1.0/</a> ) 4. Creative Commons 4.0. by-nc-sa ( <a href="https://creativecommons.org/licenses/by-nc-sa/4.0/">https://creativecommons.org/licenses/by-nc-sa/4.0/</a> )

The deliverable D 5.4 will report on the compliance between the Open Access Strategy and actual release of creative content, scientific content and software: these categories of results should not imply direct ethical risks related to the protection of the rights of the individuals engaged in the participatory processes managed through EMPATIA (i.e. the democratic innovations delivered through the pilots).

In this document we focus on the ethical risks related to the implementation of the point iv): the management of data and content collected and generated in pilots of EMPATIA, through the digital tools developed and adapted during the Action.

Indeed, as explained in the previous chapter 3, EMPATIA will collect and generate a significant number of data and metadata sets through the use of the Service, such as:

- Datasets regarding the Democratic Innovations delivered in the Pilots of EMPATIA; (e.g. data regarding the Participatory Budgeting process of Wuppertal);

- Datasets produced through specific surveys or research activity and for impact assessment purposes (e.g. comparative research on multi-channel participation; survey on the use of collaborative tools);
- Datasets created for development and testing purposes (e.g. a database of technical specification for the EMPATIA platform);
- Datasets created during the dissemination activities of EMPATIA (e.g. Dataset of subscribers of EMPATIA's newsletter).

The framework of Open Access to data is regulated by the Open Access Guidelines provided Horizon 2020. According to those guidelines, the digital research data generated in the action ('data'), shall:

- be deposited in a research data repository with adequate measures to make it possible - free of charge for any user - to access, mine, exploit, reproduce:
  - o the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
  - o other data, including associated metadata, as specified and within the deadlines laid down in the Data Management Plan (DMP);
- provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results.<sup>40</sup>

The release of data generated through the active engagement of human participants to pilots and impact assessment activity implies indeed a number of potential ethical risks related to the protection of personal data, and requires the implementation of adequate measures of anonymisation in order to enforce the provisions of the ethical policies of EMPATIA presented in the previous chapters.

This chapter describes the measures taken to ensure a proper anonymisation of research data for the purpose of their public dissemination.

## 6.2 Open Access in the Data Management Plan

The Data Management Plan (DMP), published in the Deliverable D6.2 – Final Report – represents the management instrument that has been used all along the project delivery to monitor and ensure the compliance with the provisions of the OA strategy.

The Data Management Plan (0) includes detailed information regarding all datasets created under the framework of EMPATIA, the means and conditions for their release in Open Access. The final

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<sup>40</sup> EUROPEAN COMMISSION Directorate-General for Research & Innovation, "Guidelines on Data Management," February 15, 2016.

version of the DMP (to be published in March 2018) will include all the detailed information regarding the (eventual) public release of data generated in EMPATIA.

As per the initial mapping of ethical risks in EMPATIA (cfr 3.2), also in this case we use the DMP to map the dataset that will require the implementation of proper anonymisation procedures prior to the public release.

Also in this case the most relevant ethical issues regard:

- 1) The management of data collected in pilots (Datasets 8 – 11)
- 2) The management of data collected for impact assessment purposes (Dataset N 7)

**Table 6-2- Open Access in the DMP**

ID	Name	WP	Data Controller	Data Processor	Other Parties	Ethical Risks	Open Access
1	Social Ethical and Legal Context of Pilots	1	CES	CES	NA	NO	Yes, Complete
2	Platforms Ethics	1	CES	CES	NA	NO	Yes, Complete
3	Platforms' performance data	2	ONE	ONE	NA	NO	Yes, Partial, No anonymization required
4	Scientific Dissemination	5	CES	CES	NA	NO	Yes, Complete
5	Dissemination Networks	5	CES	ONE	NA	NO	No
6	Mapping Participatory Innovations	1	CES	ONE	NA	NO	YES, excluded the email
7	Evaluation & Impact Assessment	4	BRUNEL	BRUNEL, CES	Ethical committee of Brunel University.	MEDIUM	Yes, Anonymisation required
8	Pilot – Lisbon	3	ONE	ONE, INLOCO, CES	Municipality of Lisbon	HIGH	Yes, Anonymisation required
9	Pilot – Milan	3	Municipality of Milan	UNIMI, CES	Municipality of Milan	HIGH	Yes, Anonymisation required

10	Pilot – Říčany	3	D21	D21		HIGH	Yes, Anonymisation required
11	Pilot – Wuppertal	3	ZLOG	ZLOG	Municipality of Wuppertal	HIGH	Yes, Anonymisation required

### 6.2.1 Anonymisation for Impact Assessment

As previously explained, WP4 of EMPATIA collects a broad range of data in order to evaluate the impact of the Action in the context of pilots and in the perspective of a future replication of EMPATIA's methods and tools.

Impact Assessment is organized around four groups of Key Performance Indicators:

- Technical KPIS, regarding the technical performance of the platform;
- Behavioural KPIS, regarding the user experience with the platform and other technical tools used during the project;
- Socio-economic KPIS;
- Political KPIS, focused on the analysis of the impact of pilots on inclusiveness and political alienation.

The dataset description included in the Data Management Plan (0) contains a detailed description of the data collected in order to measure the KPIs defined for each group.

According to the Open Access strategy of EMPATIA, the data collected for the purpose of impact assessment, will be publicly released with the purpose to enable further research activity over the scientific results of the project.

The release of Dataset used for impact assessment purpose will require measures of anonymisation aimed at the enforcement of the provision of the Privacy Policy used for this case (ANNEX G Privacy Policy for Impact Assessment & Ethical Approval).

Data collected for the purposes of Impact Assessment will be processed by the two partners BRUNEL and CES, as indicated in the Privacy Policy used for this case (ANNEX G Privacy Policy for Impact Assessment & Ethical Approval).

### 6.2.2 Anonymisation of Data Collected in Pilots

As previously explained, WP3 of EMPATIA collected and managed data necessary to deliver the pilots in the cities of Lisbon, Milan, Říčany and Wuppertal, where citizens have been involved in public decision-making processes regarding a part of the public budget of the respective municipalities.

According to the Open Access strategy of EMPATIA the data collected will be publicly released with the purpose to enable independent evaluation and monitoring of the results of each pilot, and to allow further research activity.

In particular, three categories of data are collected in pilots:

### 1) **Personal Data:**

Personal data are collected at the registration and in the following uses of EMPATIA with the main purpose of verification of the identity of the users. Personal data is collected under each deployment's privacy policy.

The following datasets, including personal data, are generated under ordinary use of EMPATIA:

- Unique attributes:
  - Name/Second Name
  - Fiscal Code or other unique attribute
  - Email
  - Mobile number
  - Address/Area code
- Non-identifiable information
  - Age Range
  - Gender
  - Education

Unique attributes cannot be released in any circumstance, while the other non-identifiable Personal data shall be anonymised before public release.

### 2) **Votes & Preferences**

Votes and preferences are core functions of collaborative platforms for civic engagement, generated by the interaction between users and ongoing discussions. In each pilot of EMPATIA, participants have been involved in expressing their preferences regarding proposals to be eventually funded with public funds.

The release of these kind of data is particularly relevant in order to improve the transparency of the participatory processes, and have been feeding the public communication at local level in each pilot. As described in the respective privacy policies, votes and preferences in the pilots of EMPATA have been considered as additional personal data, meaning information that can reveal ethical or political orientation of the participants to the pilots.

For this reason votes and preferences shall undergo anonymisation before public release.

### 3) **User Generated Content**

Consist of any public content (text or any other media) generated by users through their activity on the platform.



In the actual use of the Pilots, it mainly refers to ideas/proposals/projects (text and any other media) generated and developed within each consultation process managed through EMPATIA.

Other UCG can include:

- news, events generated by users
- comments
- other content generated in the profile area of the user

In all Pilots of EMPATIA these data have been considered originally public, as clarified in the respective Terms of Service implemented in all pilots.

Consequently anonymisation is not required for this case.

## 6.3 Guidelines for the Anonymisation

The public release of data and content generated in Pilots implies a process of anonymisation that should be able to enforce the provisions included in the privacy policies agreed by the human participants.

The process has been applied under the framework of EMPATIA's WP3 and shall become a reference for providing standard anonymisation procedures in future uses of EMPATIA.

The Anonymisation process is based on the guidelines included in the Opinion 05/2014 on Anonymisation Techniques Adopted on 10 April 2014 by the Working Party of the European Parliament on the protection of individuals with regard to the processing of personal data.<sup>41</sup>

The release of the datasets will be carried out under a general principle of differential privacy: while a copy of the original data remains with the data processor responsible for data archiving and preservation, only an anonymous data set is disclosed to the public.

Based on the definitions included in the aforementioned document, a full anonymisation is reached only when none of the three following conditions are encountered:

- is it still possible to single out an individual,
- is it still possible to link records relating to an individual, and
- can information be inferred concerning an individual

In order to achieve this objective we will combine different techniques of pseudonymization and aggregation.

### 1) Pseudonymisation

Means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information. Provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable person.

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<sup>41</sup> [http://ec.europa.eu/justice/data-protection/article-29/documentation/opinion-recommendation/files/2014/wp216\\_en.pdf](http://ec.europa.eu/justice/data-protection/article-29/documentation/opinion-recommendation/files/2014/wp216_en.pdf)

Pseudonymization consists of replacing unique attributes in a record by another through tokenization, and operates as a standard during the whole data management process.

After pseudonymization, direct personal attributes are removed and the dataset remains raw (max granularity, all individual records available). At this level single-out is still possible but unlikely.

In Pilots, datasets containing personal data have been pseudonymized before any other anonymisation action:

- a) Personal Data: Pseudonymization shall be applied at the registration of new users, through the replacement of unique attributes in each record.
- b) Votes/Preferences: reference to users shall be based on pseudonym attributes, in order to allow cross-reference with the users dataset.

Pseudonymization has been applied in each case observed by the Data Processor. In some of the EMPATIA Pilots (Milan, Lisbon) the role of Data Processor has been shared between an *Admin*, in charge of technical data processing, and a *Manager*, in charge of the management for research purpose. In an ordinary scenario these functions can be covered by an unique player.

The manager or any other parties than the Data Processor should not access data before pseudonymization. In any case access to pseudonymised data shall be restricted to data processors/managers of the platform/authorized third parties.

Process	Data Controller	Data Processor (1)/Admin	Data Processor (2)/Manager
Pseudonymization	Defines criteria for pseudonymization	Access Data. Implement automated pseudonymization of unique records.	Access data only after pseudonymization

## 2) Aggregation

In the light of Directive 95/46/EC and other relevant EU legal instruments, anonymisation results from processing personal data in order to irreversibly prevent identification. Aggregation and K-anonymity techniques aim to prevent a data subject from being singled out by grouping them with, at least, k other individuals. To achieve this, the attribute values are generalized to an extent such that each individual shares the same value.

In EMPATIA, we use the non-identifiable personal data as base parameters of aggregation (Other future case of use can add further parameters):

- Age range
- Gender
- Education

Criteria for anonymisation are established by the data controller for the database, while data processor applies criteria for anonymisation before its publication. In the case of EMPATIA the role of Data Processor has been shared between an *Admin*, in charge of technical data processing, and a *Manager*, in charge of the management for research purpose. In an ordinary scenario these functions can be covered by an unique player.

Process	Data Controller	Data Processor (1)/Admin	Data Processor (2)/Manager
Anonymisation	Defines criteria for anonymisation	Provides technical support for anonymisation.	Applies criteria for anonymisation

### 6.3.1 Models for Anonymised Dataset for Pilots

The ethical coordinator prepared two models for anonymised dataset for pilots for the public release, to guide the work of the partners and ensure uniformity in data management.

The models are used to consolidate the dataset containing actual data created in the pilot of EMPATIA.

#### Dataset Participants:

For each pilot was created a dataset containing socio demographic information regarding the participants. The dataset also included information regarding the behaviour of the users in the platform.

**Table 6-3- Model Public Dataset Participants**

Label	Description
id_user	Pseudonym Numeric ID assigned to the user (this will be the only identifier that will be public in the final release)
entity	Name of the Case (e.g. Wuppertal, Milano, Říčany, etc.)
gender	Gender of the user
age	Age range of the user raw data from entity
education	Education of the user raw data from entity
proposal_submission	How many proposals has the user submitted?
proposal_support	How many supports the person has given?
proposal_vote	How many positive votes the user has given?
Proposal_negative vote	How many negative votes the user has given?
n_login_on_platform	How many times the person has login on the platforms?
total_time_on_platform	Total time spent on the platform

#### Dataset Processes:

A second dataset released contains all information regarding the participatory processes, the discussions and the voting sessions carried out within each pilot of EMPATIA.

The dataset was created cross referencing data on votes preferences with the non-identifiable personal data used as base parameters of aggregation (e.g. Age range, Gender, Education)

**Table 6-4- Model Public Dataset Processes**

Label	Description
id_proposal	Numeric ID assigned to the proposal
entity	Name of the Case (e.g. Wuppertal, Milano, Říčany, etc.)
title	Title of the proposal
description	Description of the proposal
proposal_parameter_description	Qualitative description of the parameters of the proposal (for example category of proposals in case 1 has 3 possibilities that are culture, sport, traffic)
proposal_parameter_1	Public parameter of the proposal (for example location) We have added 5 types of parameters, but there might be more or less. For each pilot we should record all the public parameters added.
proposal_parameter_2	
proposal_parameter_3	
proposal_parameter_4	
proposal_parameter_5	
review_parameter_1	Qualitative description of the parameters of the proposal (for example category of review in case 1 has 2 possibilities admissible or not, accepted or rejected)
review_parameter_2	
review_parameter_3	
total_support_positive	Number of positive supports the proposal received
total_support_negative	Number of negative supports the proposal received
support_gender_m_positive	Interaction between positive support and male (i.e. how many males gave positive support to the proposal)
support_gender_m_negative	Interaction between negative support and male (i.e. how many males gave negative support to the proposal)
support_gender_f_positive	Interaction between positive support and female (i.e. how many females gave positive support to the proposal)
support_gender_f_negative	Interaction between negative support and female (i.e. how many females gave negative support to the proposal)
support_gender_o_positive	Interaction between positive support and other gender (i.e. how many other gender gave positive support to the proposal)
support_gender_o_negative	Interaction between negative support and other gender (i.e. how many other gender gave negative support to the proposal)
support_age_0-17_positive	Interaction between age category 0 to 17 and positive support
support_age_0-17_negative	Interaction between age category 0 to 17 and negative support
support_age_18-29_positive	Interaction between age category 18-29 and positive support
support_age_18-29_negative	Interaction between age category 18 to 29 and negative support
support_age_30-49_positive	Interaction between age category 30-49 and positive support
support_age_30-49_negative	Interaction between age category 30 to 49 and negative support
support_age_50-64_positive	Interaction between age category 50-64 and positive support
support_age_50-64_negative	Interaction between age category 50 to 64 and negative support
support_age_over65_positive	Interaction between age category >65 and positive support
support_age_over65_negative	Interaction between age category >65 and negative support
support_edu_noedu_positive	Interaction between no education and positive support
support_edu_noedu_negative	Interaction between no education and negative support
support_edu_primary_positive	Interaction between primary education and positive support
support_edu_primary_negative	Interaction between primary education and negative support
support_edu_secondary_positive	Interaction between secondary education and positive support

support_edu_secondary_negative	Interaction between secondary education and negative support
support_edu_superior_positive	Interaction between superior education and positive support
support_edu_superior_negative	Interaction between superior education and negative support
total_vote_positive	Number of positive votes for the proposal
total_vote_negative	Number of negative votes for the proposal
vote_gender_m_positive	Interaction between positive vote and male (i.e. how many males gave positive vote to the proposal)
vote_gender_m_negative	Interaction between negative vote and male (i.e. how many males gave negative vote to the proposal)
vote_gender_f_positive	Interaction between positive vote and female (i.e. how many females gave positive vote to the proposal)
vote_gender_f_negative	Interaction between negative vote and female (i.e. how many females gave negative vote to the proposal)
vote_gender_o_positive	Interaction between positive vote and other gender (i.e. how many other gender gave positive vote to the proposal)
vote_gender_o_negative	Interaction between negative vote and other gender (i.e. how many other gender gave negative vote to the proposal)
vote_age_0-17_positive	Interaction between age category 0 to 17 and positive vote
vote_age_0-17_negative	Interaction between age category 0 to 17 and negative vote
vote_age_18-29_positive	Interaction between age category 18-29 and positive vote
vote_age_18-29_negative	Interaction between age category 18 to 29 and negative vote
vote_age_30-49_positive	Interaction between age category 30-49 and positive vote
vote_age_30-49_negative	Interaction between age category 30 to 49 and negative vote
vote_age_50-64_positive	Interaction between age category 50-64 and positive vote
vote_age_50-64_negative	Interaction between age category 50 to 64 and negative vote
vote_age_over65_positive	Interaction between age category >65 and positive vote
vote_age_over65_negative	Interaction between age category >65 and negative vote
vote_edu_noedu_positive	Interaction between no education and positive vote
vote_edu_noedu_negative	Interaction between no education and negative vote
vote_edu_primary_positive	Interaction between primary education and positive vote
vote_edu_primary_negative	Interaction between primary education and negative vote
vote_edu_secondary_positive	Interaction between secondary education and positive vote
vote_edu_secondary_negative	Interaction between secondary education and negative vote
vote_edu_superior_positive	Interaction between superior education and positive vote
vote_edu_superior_negative	Interaction between superior education and negative vote

## 6.4 Open Access in the Ethical Policies of EMPATIA

All the participants to EMPATIA's pilots and any other activity implying the collection of personal data have been previously informed of the Open Access policy used by the consortium. Being the informant consent a requirement for the ethical policies of EMPATIA, it has been extended also to the provisions on Open Access.

In the Privacy Policy model (ANNEX A) there is a specific point:

*EMPATIA follows the Open Access principles as defined by the European Union's Horizon 2020 Research and Innovation programme: the knowledge collected and generated through*

*EMPATIA shall be publicly released in open format for any non-commercial purpose, including especially research and independent monitoring and evaluation. In particular data collected and generated through the use of EMPATIA's platform shall be released in a public data repository and will be taken measures to make it possible for third parties to access, mine, reproduce and disseminate for any non-commercial purpose, free of charge for any user. In any case EMPATIA will release only non-personally-identifying information, clustering and aggregating information in a manner that will not be possible to identify personal data.*

The Terms of service (ANNEX F) includes specific provisions regarding the application of open access principles over the public content generated by users in pilots:

*Any users that takes an active role in one or more of the processes managed through the Site by (for example) submitting a proposal, commenting in a discussion, posting images or links in a discussion, or otherwise make (or allow any third party to make) material available through the Site (any such material, User-generated content), is entirely responsible for the content of, and any harm resulting from, that User-generated content. That is the case regardless of whether the User-generated content in question constitutes text, graphics, an audio file, or computer software.*

*Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>). This is the same license used for the content generated by the Manager of this Site.*

## 6.5 Dissemination of Anonymised Data

As previously referred, and according to the Open Access strategy of EMPATIA, the data collected for the purpose of impact assessment will be publicly released under a Creative Commons Attribution Non-Commercial Share-A-like license (CC-BY- NC-SA).

The dataset will be published in a public repository that will be made available on the main site of the project <https://data.empatia-project.eu/>.

The public repository will be based on a locally hosted installation of Dkan<sup>42</sup>, with the purpose to expand the reusability of data by allowing users to easily access and export raw data.

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<sup>42</sup> DKAN is a community-driven, free and open source open data platform that gives organizations and individuals ultimate freedom to publish and consume structured information.  
<https://getdkan.org/>

## 7 Conclusions

This report has been showing how the objectives of Task 1.3 have been achieved during the Action. In particular:

- This task started in 2016 by analysing the participation of citizens in ICT based participatory processes and address in detail the ethics issues to be addressed, studying in detail the SoA of ethics in collaborative platforms, and defining the challenges and issues detectable in each context of implementation within the Action. The result of this preparatory work has been integrated in the DMP that steered the activity of data collection and processing during the Action.
- The EMPATIA consortium worked with local partners and regulatory bodies to clarify established guidelines and help develop new guidelines and protocols for implementation of participatory platforms, including models and adaptations for privacy policy and terms of service.
- The pilots delivery has been monitored and supported with the provision of social, ethical and legal guidelines, recommendations, methods and procedures to be adopted throughout the project.
- The pilots' implementation has been analysed extensively and in detail with regards to the social, ethical and legal impact of the project.
- This task oversaw also the ethical issues related to data processing for anonymization, providing specific guidelines necessary to ensure the proper accomplishment of the open access strategy of EMPATIA:
- The models, methods and solutions tested in pilots have been analysed and evaluated for pan-European applicability and adaptation, including an analysis of the new challenges introduced by the new GDPR.
- A new toolkit including templates for Terms of Service and Data Management policy have been released in order to enable further reuse and exploitation of the technology and the methodology developed and validated under EMPATIA.
- Data collected within the scope of this task are currently undergoing additional processing and elaboration and will be feeding further scientific dissemination in the coming months, even after the formal end of the Action.



# **ANNEXES**

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## ANNEX A Data Management Plan

### 1. Introduction

The Data Management Plan (DMP) follows the H2020 guidelines published on version 3 of FAIR Data Management in Horizon 2020. The FAIR Data Management goals aim to make research data Findable, Accessible, Interoperable and Reusable (i.e. FAIR). The DMP is a key tool to achieve the FAIR goals and provides useful insights regarding the good management practices for research data. Explanation of datasets is performed according to the methodology followed in other projects, such as TANDEM and other analysed in the preparatory stage.

#### 1.1. Purposes of Data Management Plan

- First, to organize and facilitate the management of research data during the delivery of the Action, ensuring effective integration between a decentralized structure of independent datasets managed locally by different partners of the EMPATIA consortium.
- Second, to comply with the provisions related to Data Management and Open Access in H2020, defined by EUROPEAN COMMISSION Directorate-General for Research & Innovation and specified in the Art 29.3 of the Grant Agreement of EMPATIA. EMPATIA is committed to ensure transparency and access to research data generated under the Action.
- Third to ensure the compliance of the management of data during the Action with the social, ethical and legal principles established by the EMPATIA Consortium, with a focus on the protection of personal data of users of EMPATIA's platform during the Pilots.

#### 1.2. WPs and Tasks of EMPATIA Related to the DMP

Datasets of EMPATIA are generated and managed under the organizational framework of the project, consistently with the different domains covered by each Working Package:

- **WP1** collects and generates data for a variety of research purposes, including quantitative and qualitative information collected both online and in person.
- **WP2** collects and generates technical data for validation as well as for research purposes, analyzing non-personally-identifying information.
- **WP3** manages data necessary for the implementation of pilots in the cities of Lisbon (PT) Wuppertal (GER) and Ričany (CZR) where the EMPATIA platform will be used to manage PB processes and other democratic innovations.
- **WP4** manages data for evaluation purposes applying a multilevel assessment based on the collection and analysis of various key performance indicators (Technical, Behavioural, Socio-economic, Political KPIS: inclusiveness and political alienation, and other Process related KPIS)

- **WP5** manages data for dissemination and exploitation purposes applying a multilevel assessment based on the collection and analysis of various key performance indicators (Technical, Behavioural, Socio-economic, Political KPIS: inclusiveness and political alienation, and other Process related KPIS)

The DMP of EMPATIA integrates the different datasets generated by all WPs throughout the Action into an unique management model.

## 2. Noted Model for Dataset Description

The methodology followed to describe each dataset is based on the FAIR guidelines and on fields identified on data management plans of other projects, such as TANDEM.

The FAIR guidelines suggest a set of questions that can be classified into distinct groups:

- **Dataset identification**, which includes all the fields to identify uniquely the dataset, and also answer to questions like the purpose of the data collection/generation and its relation with the project's goals.
- **Dataset responsibilities**, which is a group that clearly identifies the data management responsibility for each dataset. We identify three type of entities, which have different interactions with the data:
  - **Data Controller**: Entity responsible for data management.
  - **Data Processor**: Entity responsible to process, generate and analyse the data for the datasets (according to the purposes defined for each instance)
  - **Responsible for Data Storage**: Entity responsible for storing and securing the data in the dataset.

Each dataset created under EMPATIA will include a clear definition of how these three level of responsibility are attributed to partners of the consortium and/or to third parties depending on the nature and purpose of the data collection.

- **Data Collected and Standards**, group that identifies the data collected and the standards employed in to their management. It should be noticed that this group is relevant to make the data findable. We refer to the following categories of data:
  - **Personal Data**: It refers to the personal data required to participate to the services and research activity promoted by EMPATIA online and in person. (e.g. name, email address, age, gender, etc.). Personal data collected for authentication purposes are generally mandatory in pilots, while the majority of the others personal data are collected on voluntary basis.
  - **Votes and Preferences**: Votes and preferences are core functions of collaborative platforms for civic engagement, generated by the interaction between users and ongoing discussions.
  - **User Generated Content**: Any public content (text or any other media) generated by users through their activity on the platform. In the Pilots of EMPATIA, it mainly refers to ideas/proposals/projects (text and any other media) generated and developed within each consultation process managed through EMPATIA..
  - **Surveys and other Personal data voluntarily generated by users**: It refers to the data generated by the users who decides to answer to questionnaires and surveys upon request of EMPATIA, online and in person. (e.g. surveys on users satisfaction, questionnaire on trust in politics, etc.)

- **Non-personally identifiable information:** It refers to non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request, collected through the use of the IT services of EMPATIA.
- **Potentially personally-identifiable information:** It refers to potentially personally-identifying information like Internet Protocol (IP) addresses, collected through the use of the IT services of EMPATIA.
- **Data Sharing**, which is a group that points out the methods, standards employed to share the data of the dataset.
- **Archiving and preservation** group that presents the archiving policies, periods and mechanisms of preserving the data.
- **Data Security** group that delineates the logical and physical mechanisms of security that are employed to secure the access of data in the dataset.
- **Ethical remarks** group that identifies the ethical risks associated with the dataset and the legal/regulation mechanisms that should be applied to protect data of users.

The following Table provides a template to describe the structure of a dataset according to the guidelines of the FAIR Data Management. In the following chapter each Dataset generated under EMPATIA will be described and analyzed according to the metadata described in the following Table.

Dataset Identification	
Dataset Description	Short explanation of the contents that can be found in the dataset
Dataset Purpose	Purpose of Data Collection
Dataset Source	Where the dataset is available
Dataset Date/Version	Date on which the dataset has been compiled or documented and information regarding the version of the dataset (if available)
Dataset Language	The default language of the data that can be found in the dataset
Related WP(s) and task(s)	WP(s) and respective task(s) that produce the dataset.
Data responsibilities	
Data Processor	Entity/Person responsible to process the data in the dataset
Data Controller	Entity/Person responsible to manage the dataset
Responsible for Data Storage	Entity/Person responsible for securing the data in the dataset
Data Collected and Standards	

List of Data Collected	Vocabularies of metadata that are required to gather data or to make it interoperable
Standards (formats, estimated volume of data)	Employed standards, formats to collect, store data
<b>Data Sharing</b>	
Data Shared	Labels of fields to be shared (see former section)
Data sharing purpose (for dissemination or exploitation)	Reasons to proceed with data sharing, either for dissemination or exploitation.
Format of data sharing	What is the format of shared data
Means of data sharing	Which means are employed to share data
Embargo Period	Eventual embargo period
Open Data license	If data is shared with open access and what is the license
<b>Archiving and preservation</b>	
Data Storage (including backups)	Storage policies associated with the dataset, including backups and their frequency
Preservation periods and where	Preservation periods associated with the backups (e.g. if available after the conclusion of the project) and the location where they are stored (i.e. in a datacentre).
<b>Data Security</b>	
Physical protection mechanisms	Physical protection mechanisms to secure data, including restricted access to datacentres, authentication mechanisms.
Logical protection mechanisms	Logical protection mechanisms to secure data, including encryption, authentication and privacy mechanisms.
<b>Ethical remarks</b>	
Personal data protection	If personal data is included in the dataset and description of the security mechanisms to assure that such data is not accessible, not disclosed and which policies apply to removed users.
Legal framework	If dataset has associated any legal requirements (National, European laws)
Policies /Information Sheet	If there are EMPATIA's policies applicable to this dataset
Ethical risks	Ethical risks that may be present in the dataset



### 3. EMPATIA Dataset List

The Datasets references have been defined by EMPATIA partners considering the EMPATIA use cases, the pilots and surveys regarding platform usage, users and or organizers, such list is provided in the following Table. The list of datasets includes the responsible partner and identifies the WP where the data is generated. It should also be noticed that the provided list is not static and may be modified (addition/removal of datasets) according to the project developments. The next version of the EMPATIA DMP will describe such modifications if they occur, especially for other data sources for instance new or not planned pilots.

This section identifies the datasets generated in EMPATIA and the entities that generate or use the data present in such datasets.

Name	Description	WP	Ref
Dataset #1 – Social Ethical and Legal Context of Pilots	This dataset includes public a data regarding the context of implementation of the four pilots of EMPATIA, collected thorough secondary sources. This dataset is used to deliver the of Social, Ethical, and Legal analysis of EMPATIA's pilots	1	CES
Dataset #2 – Platform Ethics	This dataset is the result of the Ethical analysis of a sample of sixteen collaborative platforms currently used in the management of DIs in Europe, Latin America, Canada and United States. The analysis focused on the state of the art and aims to collect input and define ethical standards to be adopted in the deployment of EMPATIA.	1	CES
Dataset #3 – Platforms' performance data	This dataset includes the information regarding the performance of the EMPATIA platform.	2	ONE
Dataset #4 – Scientific Dissemination	This dataset includes the information regarding the Scientific Dissemination of the project, including Scientific Articles submitted and approved for publications, books and chapters in books, papers presented to scientific conferences, articles in specialized magazines, and any other scientific result disseminated through the scientific community.	5	CES
Dataset #5 – Dissemination	This dataset includes the information and personal data collected through the main website of the project <a href="http://empatia-project.eu/">http://empatia-project.eu/</a> . The main website will be used to disseminate the result of EMPATIA to the broader public possible and at the same time to feed and maintain a community of users and followers of EMPATIA.	5	CES

Dataset #6 – Mapping Participatory Innovations Survey	This dataset includes the information and personal data collected through the survey website of the project <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a> . The survey website is sponsored by the OIDP network, the OIDP 2017 conference, the EMPATIA project, and Participedia project. The objective of this survey is to collect and share data about a variety of participatory processes implemented by OIDP partners, and at the same time to feed and maintain a community of users and followers of democratic innovations which are related to EMPATIA.	1	CES
Dataset #7 – Evaluation & Impact Assessment	This dataset includes the data collected for the purposes of the evaluation and impact assessment of the project. It includes data collected via surveys delivered both online and in-person to stakeholders and participants of EMPATIA's pilots.	4	BRUNEL
Dataset #8 – Pilot - Lisbon	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Lisbon (Portugal) through the site: <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>	3	ONE
Dataset #9 – Pilot - Milan	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Milan (Italy) through the dedicated website <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a> . The EMPATIA's service is deployed in this pilot in integration with the services managed by the partner UNIMI, based on the open and free tool OpenDCN.	3	Municipality of Milan
Dataset #10 – Pilot – Říčany	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Říčany (CZ Republic) through the dedicated website: <a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a> . The EMPATIA's service is deployed in this pilot in integration with the services of the partner D21, based on proprietary technology.	3	D21
Dataset #11 –Pilot – Wuppertal	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Wuppertal (Germany) through the dedicated website: <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a> .	3	ZLOG

### 3.1. Dataset #1 – Social Ethical and Legal Context of Pilots

Dataset Identification	
Dataset Description	This dataset includes the information regarding the context of implementation of the four pilots of EMPATIA. This dataset is used to deliver the of Social, Ethical, and Legal analysis of EMPATIA's pilots
Dataset Purpose	To collect information regarding the Social, Ethical and Legal dimension in the context of implementation of pilots
Dataset Source	Data collected through secondary sources (indicated in the dataset).
Dataset Date/Version	31/12/2016 version 1.0
Dataset Language	English
Related WP(s) and task(s)	WP1 - Foundations and Models for Multichannel Participatory Budgeting, T1.3 Social, Ethical and Legal Analysis
Data responsibilities	
Data Processor	Centro de Estudos Sociais
Data Controller	Centro de Estudos Sociais
Responsible for Data Storage	Centro de Estudos Sociais
Data Collected and Standards	
List of Data Collected	<p>SOCIAL</p> <ul style="list-style-type: none"> <li>- Population (Resident) How many inhabitants live in the municipality?</li> <li>- Area What is the Municipal Area?</li> <li>- Age Age composition</li> <li>- GDP/pc What is the Average GDP per Capita?</li> <li>- Education Education levels</li> <li>- Employment %</li> <li>- Entity responsible What entity is responsible for the budget's approval and implementation of the outcomes of the PB process (region/province/municipality/submunicipal, other)?</li> <li>- Political Party Describe the coalition</li> <li>- Voting Turnout (local elections) What was the voting turnout at the last election?</li> <li>- Other DI Do the Municipality carry out other Dis? Check Note</li> </ul> <p>ETHICAL</p>

- Personal Data collected Personal Data collected
  - Personal Data Protection Means of Personal Data Protection
  - Information Sheet access How are Information on Data Management and Personal Data protection made accessible?
  - Cookie Is the EU cookie directive respected
  - Oblio Is there any provided procedures to comply with the right to be forgotten?
  - Trackers (Ghostery) Are there any 3d party trackers?
  - Open Data What Kind of Data regarding the process are accessible?
  - Purpose What is the main purpose of data collection?
  - Archiving Where Data are archived?
  - Preservation How long data are preserved?
  - Responsibility Who is responsible for Data processing?
  - Ownership Who is owner of Data?
  - Third Parties Are there third parties with access rights?
  - Data Access Format What is the format of release:
  - Data Access Procedure What is the procedure to access Data?
- LEGAL
- Budgetary Autonomy Is the Entity financially autonomous? (if not what other subject shall authorize budget approval and execution?)
- Value of the Budget (last or avg last 3 ) What is the overall value of the budget?
  - Current/investments What is the value of the current expenditures/investments
  - Budget responsibility What institutional body is in charge of Budget approval?
  - Administrative responsibility Budget What institutional body is responsible for Budget elaboration?
  - Main competences What are the main competences of the entity involved (list)?
  - Administrative responsibility What Administrative Body (office/Sector)is in charge of process delivery?
  - Cost of PB management Overall costs (estimation)
  - Third Party Implementation Are there third party involved in the implementation of the process
  - 3rd party selection What is the mechanisms of 3rd Party selection? (tender, direct, other-explain)
  - ICT Services Who is in charge of the management of digital services connected to PB? (office/third party/other - explain)
  - ICT Services CMS Who is in charge of content management of digital services connected to PB? (office/third party/other - explain)
  - Regulatory Framework ext Is there any official act that makes outcomes of PB binding for Public Policy makers?
  - Procedural Framework int Is there any official act that regulates the procedure of PB?
  - DP Regulation What regulations enforce locally Data Protection?
  - DP Compliance Are the data protection strategies compliant with local, national,international regulations?

	- DP Authority What local/national/international authority oversee over controversies regarding the enforcement of Data Protection and other relevant Ethical Issues
Standards (formats, estimated volume of data)	Formats/Standards: CSV, ODT, DOC, images (GIF). Estimated Volume: Below 200 Mbytes.
<b>Data Sharing</b>	
Data Shared	All data collected
Data sharing purpose (for dissemination or exploitation)	For transparency purposes and to improve the quality of the Social, Ethical and Legal analysis of the pilot of EMPATIA.
Format of data sharing	Data will be released: - in machine readable format (CSV) - as charts and other info-graphic elaborations (PDF) - images (GIF)
Means of data sharing	Published in D1.3 and D1.5 of EMPATIA
Embargo Period	NA
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved at CES, Coimbra, in independent electronic sheets.
Preservation periods and where	Data is kept for the duration of pilots and 36 months after the conclusion date of EMPATIA.
<b>Data Security</b>	
Physical protection mechanisms	NA
Logical protection mechanisms	NA
<b>Ethical remarks</b>	
Legal framework	NA
Policies /Information Sheet	NA
Ethical risks	NA



### 3.2. Dataset #2 – Platform Ethics SoA

Dataset Identification	
Dataset Description	This dataset is the result of the Ethical analysis of a sample of sixteen collaborative platforms currently used in the management of DIs in Europe, Latin America, Canada and United States. The analysis focused on the state of the art and aims to collect input and define ethical standards to be adopted in the deployment of EMPATIA.
Dataset Purpose	<ul style="list-style-type: none"> <li>- To analyse the state of the art of collaborative platform according to the ethical indicator established by EMPATIA</li> <li>- To collect input and define ethical standards to be adopted in the deployment of EMPATIA.</li> </ul>
Dataset Source	Data collected through: <ul style="list-style-type: none"> <li>- Secondary analysis on existing sources (Articles, books, grey literature)</li> <li>- Testing sessions on the digital tools analysed</li> </ul>
Dataset Date/Version	1.0 December 2016
Dataset Language	English
Related WP(s) and task(s)	WP1 - Foundations and Models for Multichannel Participatory Budgeting; T1.1 - Theories, models and cases studies for Participatory Budgeting.
Data responsibilities	
Data Processor	Centro de Estudos Sociais
Data Controller	Centro de Estudos Sociais
Responsible for Data Storage	Centro de Estudos Sociais
Data Collected and Standards	
List of Data Collected	1. ID 1.1. ID 1.2. Platform name 1.3. Case observed 1.4. Grant type, if any 2. Methodological/functional 2.1. What kind of deployment is it possible? 2.2. What level of tech skill are required for every kind of deployment? (U = user, M = manager, A = admin) 2.3. What are the software languages / technologies involved?

- 2.4. What kind of OS is supported / used? (server side, the user side interaction works over web)
- 2.5. What kind of web server is supported / used?
- 2.6. What kind of functions are delivered through the platform, with respect of EMPATIA components?
- 2.7. Core components (referred to the list of EMPATIA's components as described in D2.1 – Platform Architecture)
- 3. Ethical approach: standards
  - 3.1. What is the license?
    - 3.1.1. If open source, where the code is published?
    - 3.1.2. Where and how the software license is published?
    - 3.1.3. License accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)
  - 3.2. Is it present any 3d party software provided with a different licence within the core platform features?
    - 3.2.1. If any, what is its purpose?
    - 3.2.2. If any, what is the licence?
    - 3.2.3. If open source, where the code is published?
    - 3.2.4. If closed source, additional remarks?
    - 3.2.5. Other, specify
  - 3.3. Is there any difference based on the chosen deployment?
- Privacy & Personal Data Protection
  - 3.4. There are Information Sheets about the platform collected and mined data?
  - 3.5. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?
  - 3.6. There is explicit informed consent request?
    - 3.6.1. Where is it published?
    - 3.6.2. Level of understandability, 1-5 (1 = only tech & legal experts; 5 = every literate folks)
  - 3.7. List of Data collected
  - 3.8. Metadata e standard
  - 3.9. Archiving and Preservation
  - 3.10. Third Parties procedures
  - 3.11. Is there any provided procedures to comply with the right to be forgotten?
  - 3.12. What kind of data are automatically collected through 3d party trackers?
  - 3.13. Security features in order to ensure Privacy & personal data protection (security standard compliance)
  - 3.14. Double-step authentication YES/NO
  - 3.15. HTTPS support YES/NO
  - 3.16. Password recovery YES/NO
  - 3.17. OAuth standard YES/NO
- Open access
  - 3.18. Accessibility standard (1-5)
  - 3.19. Data are exportable?
  - 3.20. Social media interaction?



	3.21. API availability? 3.22. Ethical principles? 3.23. Additional remarks 4. Legal 4.1. What level of legal autonomy has the platform? 4.2. Are there any difference depending on the deployment type? See also D1.3 - Social, ethics and legal analysis – preliminary
Standards (formats, estimated volume of data)	- Formats/Standards: CSV, ODT, DOC, images (GIF). - Estimated Volume Below 500 Mbytes.
<b>Data Sharing</b>	
Data Shared	All data collected
Data sharing purpose (for dissemination or exploitation)	For transparency purposes and to improve the quality of the Social, Ethical and Legal analysis of the pilot of EMPATIA.
Format of data sharing	Data will be released: - in machine readable format (CSV) - as charts and other info-graphic elaborations (PDF) - images (GIF)
Means of data sharing	Published in D1.5 - Social, ethics and legal analysis – final (available on <a href="https://www.empatia-project.eu/">https://www.empatia-project.eu/</a> )
Embargo Period	NA
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved at CES, Coimbra, in independent electronic sheets.
Preservation periods and where	Data is kept for the duration of pilots and 36 months after the conclusion date of EMPATIA.
<b>Data Security</b>	
Physical protection mechanisms	NA

Logical protection mechanisms	NA
Ethical remarks	
Legal framework	NA
Policies /Information Sheet	NA
Ethical risks	NA

### 3.3. Dataset #3 – Platforms' performance data

Dataset Identification	
Dataset Description	This dataset includes the information regarding the performance of the EMPATIA platform.
Dataset Purpose	1- To collect and store data related with the performance of the EMPATIA platform; 2- To assess the resource consumption of the diverse components of the platform;
Dataset Source	Data collected through the running EMPATIA platforms after the respective deployments: 1- On every operation performed by each component 2- During the usage of the platform by users, administrator and managers 3- During any other access to the platform
Dataset Date/Version	NA
Dataset Language	English
Related WP(s) and task(s)	WP2 - EMPATIA Platform Prototype, in T2.3 - Data analysis and information visualisation and T2.4 - Development and integration )
Data responsibilities	
Data Controller	Each Municipality/Entity where the platform is deployed
Data Processor	OneSource Consultoria Informática Lda
Other Parties with Access to Personal Data	OneSource Consultoria Informática Lda
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	
List of Data Collected	Log Data: Component; User; IP address; Message; URL information; Date of creation; Date of update CPU Performance Data: CPU usage ratio; CPU idle ratio; CPU wait ratioMemory Performance Data:Memory usage ratio; Memory free ratio; Memory buffered ratio; Memory cached ratio;Memory swap usage ratio; Total physical memory I/O Performance Data: Number of IP packets received; Number of IP packets transmitted; Total bytes received; Total bytes transmitted; Disk read operations; Disk write operations; Web Performance Data: Number of requests per second; Number of connections

Standards (formats, estimated volume of data)	Formats/Standards: Storage: database, SQL for CRUD operations; Export of data: CSV, TXT, JSON or Excel file; Interoperability: JSON Estimated Volume: Dependent on the number of operations (from Kilobytes to Gigabytes)
<b>Data Sharing</b>	
Data Shared	Partially
Data sharing purpose (for dissemination or exploitation)	NA
Format of data sharing	NA
Means of data sharing	Published in D2.4 Development and integration of the platform – final (available on <a href="https://www.empatia-project.eu/">https://www.empatia-project.eu/</a> )
Embargo Period	NA
Open Data license	NA
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved in the datacentre of OneSource, or where the platform is deployed.
Preservation periods and where	Data is kept for the duration of pilots and months after the conclusion date for analysis and platform enhancements.
<b>Data Security</b>	
Physical protection mechanisms	The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource. The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy, and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.

Logical protection mechanisms	The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens. As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as an user participating in the PB process). All the accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.
Ethical remarks	
Legal framework	National Framework: “Artigo 35º da Constituição da República Portuguesa – utilização da informática; Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas”
Policies /Information Sheet	NA
Ethical risks	None

### 3.4. Dataset #4 – Scientific Dissemination

Dataset Identification	
Dataset Description	This dataset includes the information regarding the Scientific Dissemination of the project, including Scientific Articles submitted and approved for publications, books and chapters in books, papers presented to scientific conferences, articles in specialized magazines, and any other scientific result disseminated through the scientific community.
Dataset PurposePurposes	Public dissemination of scientific results of EMPATIA in compliance with the guidelines for Open Access provided by the EUROPEAN COMMISSION Directorate-General for Research & Innovation
Dataset Source	Data generated for scientific dissemination purpose under the activity of EMPATIA
Dataset Date/Version	Version 1.0 31/12/2016
Dataset Language	English
Related WP(s) and task(s)	WP5 - Dissemination and Exploitation
Data responsibilities	
Data Processor	Centro de Estudos Sociais
Data Controller	Centro de Estudos Sociais
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	
List of Data Collected	<p>Tentative list of Metadata:</p> <ul style="list-style-type: none"> <li>- Abstract Short description of the work</li> <li>- Accessed Date an electronic resource was accessed. Typically filled automatically. Accepts various date formats, including “today,” “yesterday,” and “tomorrow”</li> <li>- Date Date of publication. See “Accessed” for data entry</li> <li>- DOI The Digital Object Identifier of an item. This field will be added to more item types in the future]]</li> <li>- Extra Free field. Currently used for storing PMID and PMCID. Note these have to be on separate lines to be usable in citations.</li> <li>- Format The format of an audio or video recording (e.g. “DVD,” “CD,” “MP3,” etc.)</li> <li>- ISBN The International Standard Book Number of a book or similar publication</li> <li>- ISSN The International Standard Serial Number of a periodical publication</li> <li>- Issue The issue number of a periodical - typically issues start at 1 at the beginning of each year/volume</li> </ul>

	<ul style="list-style-type: none"> <li>- Language The language of publication for an item. We recommend storing these as two letter ISO language codes followed by two letter ISO country codes, e.g. en-US for American English, or de-DE for German. Note that this also serves to disable title-casing of non-English publications.</li> <li>- Pages The page range of an item that is part of a larger publication. Also to be used for locators in e-journals</li> <li>- Place Mostly place of publication for an item. Can also refer to location of an event. Zotero will eventually add separate place fields for those two cases.</li> <li>- Publication The title of the periodical containing the cited item</li> <li>- Publisher The publisher of an item</li> <li>- License The copyright terms or license for an item</li> <li>- Section Section of a bill, statute, or a newspaper</li> <li>- Series Name of a series that contains multiple publications (e.g. “Cambridge Studies in Comparative Politics”)</li> <li>- Series Number The number of an item in a series</li> <li>- Series Title Title of a series of articles within one issue of a journal. See here for an explanation. For citation purposes this is currently equivalent to “Series” and is erroneously used instead of series in some item types (e.g. Map)</li> <li>- Title The principal title of an item. Should be entered in sentence case</li> <li>- Type Description of an item, such as “Ph.D. Thesis,” “Unpublished manuscript,” or “Poster”</li> <li>- URL URL (web-address) at which the full item was accessed. Should not be used for links to catalogue records or abstracts, which can be added as links</li> <li>- Volume volume of a (typically multi-volume) publication. Will most commonly be a number</li> </ul>
Standards (formats, estimated volume of data)	<p>Formats/Standards:  Storage: database, SQL for CRUD operations  Export of data: CSV, TXT, PDF or Excel File  Interoperability: JSON, PDF  Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)</p>
Data Sharing	
Data Shared	All data collected are shared
Data sharing purpose (for dissemination or exploitation)	To allow independent research and independent monitoring of the results of EMPATIA
Format of data sharing	CSV, TXT, DOC, ODT, PDF or Excel File
Means of data sharing	Data will be shared on on <a href="https://www.empatia-project.eu/">https://www.empatia-project.eu/</a> and other public repositories of scientific articles.

Embargo Period	Max 12 months
Open Data license	<p>Self-archiving / 'green' open access on the repository hosted on <a href="http://empatia-project.eu/">http://empatia-project.eu/</a>. – The author, or a representative, archives (deposits) the published article or the final peer-reviewed manuscript in an online repository before, at the same time as, or after publication. Some publishers request that open access be granted only after an embargo period has elapsed.</p> <p>Open access publishing / 'gold' open access – an article is immediately published in open access mode. In this model, the payment of publication costs is shifted away from subscribing readers. The most common business model is based on one-off payments by authors. In other cases, the costs of open access publishing are covered by subsidies or other funding models. Finally, a number of digital Scientific Journals directly adopt an Open Access and are published online free of charge.</p>
Archiving and preservation	
Data Storage (including backups)	NA
Preservation periods and where	NA
Data Security	
Physical protection mechanisms	NA
Logical protection mechanisms	NA
Ethical remarks	
Legal framework	NA
Policies /Information Sheet	NA
Ethical risks	NA



### 3.5. Dataset #5 – Dissemination

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected through the main website of the project <a href="http://empatia-project.eu/">http://empatia-project.eu/</a> . The main website will be used to disseminate the result of EMPATIA to the broader public possible and at the same time to feed and maintain a community of users and followers of EMPATIA.
Dataset PurposePurposes	For communication purposes, to maintain a constant flow of communication with the community of EMPATIA's users and followers; To stimulate public debate online regarding challenges and opportunities for Digital Democratic Innovations; To test in protected environment the new tools released by EMPATIA before their actual use in pilots.
Dataset Source	Data collected through the web application service based on EMPATIA and hosted on <a href="http://empatia-project.eu/">http://empatia-project.eu/</a> at the registration and authentication of new users.
Dataset Date/Version	Version 2.0 31/12/2017
Dataset Language	English
Related WP(s) and task(s)	WP5 - Dissemination and Exploitation
Data responsibilities	
Data Processor	Centro de Estudos Sociais
Data Controller	Centro de Estudos Sociais
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	
List of Data Collected	a) Personal Data: Name Surname Email Date of birth Neighborhood/Address(optional) Telephone   Mobile phone (optional) NIF (optional) Genre (optional) Profession (optional)

	<p>Education (optional)</p> <p>c) Non-personally identifiable information  Browser type  Language preference  Referring site  Date and time of each visitor request</p> <p>d) Potentially personally-identifiable information (see also Dataset #4)  IP address</p>
Standards (formats, estimated volume of data)	<p>Formats/Standards:  Storage: database, SQL for CRUD operations  Export of data: CSV, TXT, PDF or Excel File  Interoperability: JSON, PDF  Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)</p>
<b>Data Sharing</b>	
Data Shared	NA
Data sharing purpose (for dissemination or exploitation)	NA
Format of data sharing	NA
Means of data sharing	NA
Embargo Period	NA
Open Data license	NA
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved in the OneSource datacentre. There are daily backups and weekly backups to a dedicated server.
Preservation periods and where	The collected data is in this dataset is kept no longer than one year after the last access to the Service by the Data Collector. The data is kept in the datacenter(s) of OneSource.

Data Security	
Physical protection mechanisms	The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource. The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy, and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.
Logical protection mechanisms	The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens. As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as an user participating in the PB process). All the accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.
Ethical remarks	
Legal framework	<p>International Framework: Directive 95/46/EC .</p> <p>National Framework: "Artigo 35º da Constituição da República Portuguesa – utilização da informática Lei 67/ 98 – Lei da proteção de Dados Pessoais Lei 41/2004 - Regula a proteção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada) Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas "</p>
Policies /Information Sheet	<p>Privacy Policy: <a href="https://www.empatia-project.eu/page/privacy_policy">https://www.empatia-project.eu/page/privacy_policy</a></p> <p>Terms of Service: <a href="https://www.empatia-project.eu/page/use_terms">https://www.empatia-project.eu/page/use_terms</a></p>

Ethical risks	Dataset includes Personal and Sensitive Data. Adequate security measures and protocols shall be implemented by the Data Controller in order to ensure the enforcement of the protection of personal data according to the provisions detailed in the privacy policies.
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### 3.6. Dataset #6 – Mapping Participatory Innovations Survey

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected through the survey website of the project <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a> . The survey website is sponsored by the OIDP network, the OIDP 2017 conference, the EMPATIA project, and Participedia project. The objective of this survey is to collect and share data about a variety of participatory processes implemented by OIDP partners, and at the same time to feed and maintain a community of users and followers of democratic innovations which are related to EMPATIA.
Dataset Purpose	<p>For mapping participatory innovations around the world;</p> <p>For creating a network of people and organisations interested in democratic innovations, to share and learn about best initiatives/approaches;</p> <p>To stimulate public debate online regarding challenges and opportunities for Digital Democratic Innovations;</p> <p>To communicate about EMPATIA through the network.</p> <p> Dataset Source   Data collected through the web application service based on EMPATIA and hosted on <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a>.</p> <p>At the end of the survey, users can voluntarily provide their name and email to be part of OIDP multichannel working group.</p> <p>During the submission of survey answers, non-attributable</p> <p> Dataset Date/Version   Version 1.0 31/03/2017 </p>
Dataset Language	English, French, Portuguese and Spanish
Related WP(s) and task(s)	WP5 - Dissemination and Exploitation
Data responsibilities	
Data Processor	Centro de Estudos Sociais
Data Controller	Centro de Estudos Sociais
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	
List of Data Collected	<p>a) Personal Data:</p> <ul style="list-style-type: none"> <li>- Name Surname</li> <li>- Email</li> </ul> <p>b) Survey multiple-choice answers and comments</p> <p>c) Non-personally identifiable information</p>

	<ul style="list-style-type: none"> <li>- Browser type</li> <li>- Language preference</li> <li>- Referring site</li> <li>- Date and time of each visitor request</li> </ul> <p>d) Potentially personally-identifiable information (see also Dataset #4)</p> <ul style="list-style-type: none"> <li>- IP address</li> </ul>
Standards (formats, estimated volume of data)	<p>Formats/Standards:</p> <p>Storage: database, SQL for CRUD operations</p> <p>Export of data: CSV, TXT, PDF or Excel File</p> <p>Interoperability: JSON, PDF</p> <p>Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)</p>
<b>Data Sharing</b>	
Data Shared	a) Anonymized results of the Survey
Data sharing purpose (for dissemination or exploitation)	To allow independent research of survey results
Format of data sharing	
Means of data sharing	On the website <a href="https://oidp.empatia-project.eu/">https://oidp.empatia-project.eu/</a> , and on <a href="https://data.empatia-project.eu">https://data.empatia-project.eu</a>
Embargo Period	Max 12 months
Open Data license	Depends by the mean of data sharing
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved in the OneSource datacentre. There are daily backups and weekly backups to a dedicated server.
Preservation periods and where	The collected data in this dataset is kept no longer than one year after the last access to the Service by the Data Collector. The data is kept in the datacenter(s) of OneSource.
<b>Data Security</b>	
Physical protection mechanisms	The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource. The

	<p>infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy, and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.</p>
Logical protection mechanisms	<p>The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens. As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as an user participating in the PB process). All the accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.</p>
Ethical remarks	
Legal framework	Directive 95/46/EC
Policies /Information Sheet	<p>Privacy Policy: <a href="https://oidp.empatia-project.eu/auth/privacyPolicy">https://oidp.empatia-project.eu/auth/privacyPolicy</a>  Terms of Service: <a href="https://oidp.empatia-project.eu/auth/useTerms">https://oidp.empatia-project.eu/auth/useTerms</a></p>
Ethical risks	<p>Dataset could include Personal Data. Adequate security measures and protocols shall be implemented by the Data Controller in order to ensure the enforcement of the protection of personal data according to the provisions detailed in the privacy policies.</p>

### 3.7. Dataset #7 – Evaluation & Impact Assessment

Dataset Identification	
Dataset Description	<p>This dataset includes the data collected for the purposes of the evaluation and impact assessment of the project. The evaluation of the EMPATIA pilots, platform and approach has a dual focus: on one hand it evaluates the process perspective of PB to assess its impact on e-participation, transparency and democratic process, and on the other hand it evaluates the technical, user related and behavioural aspects.</p> <p>While the data controller for this Dataset is Brunel University, almost all partners involved in the activity of WP3 have been directly engaged in processing data collected online and in person settings.</p>
Dataset Purpose	<ul style="list-style-type: none"> <li>- To evaluate the impact of EMPATIA on the social, economic, behavioural and political dimensions of pilots</li> <li>- To evaluate the operational performance (technical and behavioural) of the EMPATIA platform, when used in three different target communities.</li> <li>- To derive feedback from the communities; provide an overall impact assessment of the project results for internal input and for future improvements.</li> </ul>
Dataset Source	<p>Data collected through:</p> <ol style="list-style-type: none"> <li>1- Online facultative questionnaires through the websites of pilots <ol style="list-style-type: none"> <li>a. In Lisbon based on the EMPATIA platform (see also Dataset #8 – Pilot - Lisbon)</li> <li>b. In Riçany based on the ridimriçany platform (see also Dataset #10 – Pilot – Říčany)</li> </ol> </li> <li>2- Online facultative questionnaires delivered through a third party service (<a href="https://surveymonkey.com/">https://surveymonkey.com/</a>) managed by CES.</li> <li>3- Facultative interviews and focus groups with the participants to the pilots (All pilots)</li> </ol>
Dataset Date/Version	Foreseen (March 2018)
Dataset Language	English
Related WP(s) and task(s)	WP4 - Evaluation and Impact Assessment
Data responsibilities	
Data Processor	Brunel University London, Centro de Estudos Sociais, OneSource, D21, ZebraLog, UNIMI, InLOCO
Data Controller	Brunel University London
Responsible for Data Storage	Brunel University London, Centro de Estudos Sociais, OneSource, D21
Data Collected and Standards	



## List of Data Collected

## KPIs

- Technical KPIS
- Behavioural KPIS
- Socio-economic KPIS
- Political KPIS: inclusiveness and political alienation

KPIs category	KPIs	Evaluation method
Performance Expectancy	Perceived Usefulness	Survey after field trial
	Extrinsic Motivation	Survey after field trial
	Job-fit	Survey after field trial
	Relative Advantage	Survey after field trial
	Outcome Expectations	Survey after field trial
Effort Expectancy	Perceived Ease of Use	Survey after field trial
	Complexity	Survey after field trial
	Ease of Use	Survey after field trial
Social Influence	Subjective Norm	Survey after field trial
	Social Factors	Survey after field trial
	Image	Survey after field trial
Facilitating Conditions	Perceived Behavioural Control	Survey after field trial
	Facilitating Conditions	Survey after field trial
	Compatibility	Survey after field trial
KPIs category	KPIs	Evaluation method
System Quality	Reliability	Survey after field trial
	Flexibility	Survey after field trial
	Integration	Survey after field trial
	Accessibility	Survey after field trial
	Timeliness	Survey after field trial
Information Quality	Completeness	Survey after field trial
	Accuracy	Survey after field trial
Service Quality	Tangibles	Survey after field trial
	Reliability	Survey after field trial
	Responsiveness	Survey after field trial
	Assurance	Survey after field trial
	Empathy	Survey after field trial
Information Use	Usefulness	Survey after field trial

	Ease of Use	Survey after field trial
User Satisfaction	System Satisfaction	Survey after field trial
Willingness to provide personal information to the e-service	Perceived Internet privacy risk	Survey after field trial
	Internet privacy concerns	Survey after field trial
	Internet trust	Survey after field trial
	Personal Internet interest	Survey after field trial

**Table 13: Summary of Generic Socio-Economic KPIs for EMPATIA**

KPIs category	KPIs	Evaluation method
Cost Saving	Money saving	Survey after field trial
	Time Saving	Survey after field trial
Openness	Openness	Survey after field trial
Trust	Trust in the Internet	Survey after field trial
	Trust in the organisation	Survey after field trial
Business/Operational Issues	Operational cost	Survey after field trial
	Capital expenditure	Survey after field trial
	Cost of migration	Survey after field trial
	Vendor lock-in	Survey after field trial
Legal and regulatory compliance	Forensics	Survey after field trial
	Data retention and track back	Survey after field trial
	Organisation's control over the data	Survey after field trial

**Table 14: Political-KPIs for Assessing EMPATIA Platform**

KPIs category	Description	Objectives
Inclusiveness I: who participates?	Socio Demographic Data; Progressive/Conservative attitudes, Attention to Politics, past voting behaviour	Explore the profile of the participants

	Inclusiveness II: Channel elasticity	Metrics that evaluates the willingness of the participants to change channel from online to face-to-face and vice versa	Explore substitution effects of the presence of multiple channels.
	Political Alienation I: Efficacy	Internal & external efficacy	Explore the impact of participating in the process on efficacy indicators
	Political Alienation II: Anti-politics	Systemic and local measures of trust and anti-politics	Explore the impact of participating in the process on trust and anti-politics indicators
Standards (formats, estimated volume of data)	Formats/Standards: CSV, ODT, DOC, images (GIF). Estimated Volume: Below 200 Mbytes.		
Data Sharing			
Data Shared	All data collected will be shared after undergoing a proper anonymization process. No personal data will be shared		
Data sharing purpose (for dissemination or exploitation)	For transparency purposes and to improve the quality of the Social, Ethical and Legal analysis of the pilot of EMPATIA.		
Format of data sharing	Data will be released: - in machine readable format (CSV) - as charts and other info-graphic elaborations (PDF) - images (GIF)		
Means of data sharing	Published in D4.2 - Evaluation and Pilots impact assessment, and on <a href="https://data.empatia-project.eu">https://data.empatia-project.eu</a>		
Embargo Period	NA		
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>		
Archiving and preservation			

Data Storage (including backups)	<p>Along the data collection, data have been temporarily stored in different manner, according to the channel of collection:</p> <ol style="list-style-type: none"> <li>1- Online questionnaires through the websites of pilots <ol style="list-style-type: none"> <li>a. In Lisbon, stored on the Server of OneSource, where is installed the related instance of the EMPATIA platform (see also Dataset #8 – Pilot - Lisbon)</li> <li>b. In Riçany based on the ridimriçany platform (see also Dataset #10 – Pilot – Říčany)</li> </ol> </li> <li>2- Online questionnaires delivered through a third party service (<a href="https://surveymonkey.com/">https://surveymonkey.com/</a>) managed by CES have been kept on the server provided by Survey Monkey. The specific conditions can be read here: <a href="https://www.surveymonkey.com/mp/policy/privacy-policy/">https://www.surveymonkey.com/mp/policy/privacy-policy/</a> . (All Pilots)</li> <li>3- Data collected in interviews and focus groups with the participants to the pilots (All Pilots) have been archived directly by the data controller in private files hosted in the personal computer owned by Brunel University.</li> </ol> <p>During the processing operation, personal identifiable information have been pseudonymized and resulting data have been kept in remote files (various formats) hosted in the personal computer owned by Brunel University and Center for Social Studies of the University of Coimbra.</p>
Preservation periods and where	Personal data will be destroyed at the conclusion date of EMPATIA.
<b>Data Security</b>	
Physical protection mechanisms	NA
Logical protection mechanisms	NA
<b>Ethical remarks</b>	
Legal framework	University Research Ethics Committee of Brunel University approved the research (letter annexed to D4.1 - Evaluation plans and guidelines)
Policies /Information Sheet	Published in D4.1 - Evaluation plans and guidelines, and D1.5 – Social, Ethical and Legal analysis, and presented to the individuals involved, prior to data collection.
Ethical risks	<p>Medium Risk</p> <p>Dataset includes Personal and Sensitive Data and involves a large number of data processor, in charge of data collection in four different European countries, under an unique coordination from the data controller.</p> <p>The peculiar structure of this dataset reflects the complexity of the partnership of EMPATIA and the transnational transnational scope of its research activity.</p> <p>Specific risks are detected regarding the use of third party software to deliver part of the questionnaires.</p>

	Adequate security measures and protocols shall be implemented by the Data Controller in order to ensure the enforcement of the protection of personal data according to the provisions detailed in the privacy policy.
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### 3.8. Dataset #8 – Pilot - Lisbon

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Lisbon (Portugal). The pilot focuses on the integration between different services that correspond to various Democratic innovations experimented in Lisbon as the Participatory Budgeting, Public Debates, Fix my Street and Open Data sharing. The EMPATIA's service should provide the framework for the integration of pre-existing digital services (managed by same municipality of Lisbon as well as by independent third parties) in the site: <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>
Dataset PurposePurposes	<ul style="list-style-type: none"> <li>- To ensure the unique authentication of users, necessary to take part to processes managed on <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>;</li> <li>- To study and research how users and visitors use <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>;</li> <li>- To communicate with users regarding eventual updates to <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>, to EMPATIA's services and to related policies;</li> <li>- To provide periodical information regarding the content of <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a>, in accordance with the notification preferences configured by each user;</li> </ul>
Dataset Source	Data collected through the web application service based on EMPATIA and hosted on <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a> : <ul style="list-style-type: none"> <li>- At the registration and authentication of new users</li> <li>- During the submission of comments, votes and generation of any other user content</li> <li>- During any other access to the platform</li> </ul>
Dataset Date/Version	1.0 December 2017
Dataset Language	Portuguese
Related WP(s) and task(s)	WP1 - Foundations and Models for Multichannel Participatory Budgeting; T1.1 - Theories, models and cases studies for Participatory Budgeting; T1.3 - Social, ethics and legal analysis; WP3 - Pilots; T3.2 - Pilot: Lisbon/Portugal
Data responsibilities	
Data Processor	OneSource Consultoria Informática Lda
Data Controller	OneSource Consultoria Informática Lda
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	

List of Data Collected	<p>a) Personal Data:  Name Surname  Email  Age range  Neighborhood/Address  Telephone   Mobile phone (optional)  Gender  Education</p> <p>b) Votes and preferences.</p> <p>c) Non-personally identifiable information  Browser type  Language preference  Referring site  Date and time of each visitor request</p> <p>d) Potentially personally-identifiable information (see also Dataset #4)  IP address</p> <p>e) User Content and Personally Identifiable Information:  Proposals related content and comments to proposals  Content produced in online debates</p>
Standards (formats, estimated volume of data)	<p>Formats/Standards:  Storage: database, SQL for CRUD operations  Export of data: CSV, TXT, PDF or Excel File  Interoperability: JSON, PDF  Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)</p>
Data Sharing	
Data Shared	<p>a) Anonymized and clustered Personal Data:  Age  Neighborhood/Address  Gender  Education</p> <p>b) Anonymized results of voting/preference session</p> <p>c) User Content and Personally Identifiable Information:  Proposals related content  Any other public user generated content</p>

Data sharing purpose (for dissemination or exploitation)	To allow independent research and independent monitoring of the delivery and outcomes of the Pilot of Lisbon in compliance with the Open Data principles established for EMPATIA.
Format of data sharing	Data will be released: in machine readable format (CSV) as charts and other info-graphic elaborations (PDF) images (GIF)
Means of data sharing	On the website <a href="http://www.lisboaparticipa.pt">http://www.lisboaparticipa.pt</a> and on the repository hosted on <a href="http://data.empatia-project.eu/">http://data.empatia-project.eu/</a> .
Embargo Period	6 months
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
Archiving and preservation	
Data Storage (including backups)	The dataset is preserved in the OneSource datacentre. There are daily backups and weekly backups to a dedicated server.
Preservation periods and where	The collected data is in this dataset is kept no longer than one year after the last access to the Service by the Data Collector. The data is kept in the datacenter(s) of OneSource.
Data Security	
Physical protection mechanisms	The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource. The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy, and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.
Logical protection mechanisms	The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10



	minutes), requiring new logins to provide valid tokens. As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as an user participating in the PB process). All the accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.
Ethical remarks	
Legal framework	<p>International Framework: Directive 95/46/EC .</p> <p>National Framework: “Artigo 35º da Constituição da República Portuguesa – utilização da informática Lei 67/ 98 – Lei da proteção de Dados Pessoais Lei 41/2004 - Regula a proteção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada) Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas ”</p> <p>National Regulatory Body: CNPD (<a href="https://www.cnpd.pt/">https://www.cnpd.pt/</a>)</p>
Policies /Information Sheet	NA
Ethical risks	Dataset includes Personal and Sensitive Data. Adequate security measures and protocols shall be implemented by the Data Controller in order to ensure the enforcement of the protection of personal data according to the provisions detailed in the privacy policies.

### 3.9. Dataset #9 – Pilot - Milan

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Milan (Italy) through the dedicated website <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a> . The pilot focuses on both the two cycles of the Participatory Budgeting process and their interaction: the implementation of the winning projects of the first PB edition and the deliberation cycle of the second PB edition. The pilot uses two different platforms, one for each cycle. Data from the Deliberation Cycle refers only to the first phase.
Dataset Purposes	<p>Purposes</p> <p>To ensure the unique authentication of users, necessary to take part to processes managed on <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>;</p> <p>To study and research how users and visitors use <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>;</p> <p>To communicate with users regarding eventual updates to <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>, to EMPATIA's services and to related policies;</p> <p>To provide periodical information regarding the content of <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>, in accordance with the notification preferences configured by each user.</p>
Dataset Source	<p>Data collected through the web application service based on OPENDCN (<a href="http://www.opendcn.org">http://www.opendcn.org</a>) and hosted on <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>:</p> <ul style="list-style-type: none"> <li>- At the registration and authentication of new users</li> <li>- During the submission of comments, votes and generation of any other user content</li> <li>- During any other access to the platform.</li> </ul> <p>Data collected through the web application service based on EMPATIA and hosted on <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>: Limited to User Generated Content (Public)</p>
Dataset Date/Version	Foreseen
Dataset Language	Italian
Related WP(s) and task(s)	WP1 - Foundations and Models for Multichannel Participatory Budgeting; T1.1 - Theories, models and cases studies for Participatory Budgeting; T1.3 - Social, ethics and legal analysis; WP3 - Pilots; T3.4 - Pilot: Milan/Italy
Data responsibilities	
Data Processor	Università degli Studi di Milano
Data Controller	Comune di Milano

Responsible for Data Storage	Università degli Studi di Milano
Data Collected and Standards	
List of Data Collected	<p>a) Personal Data:  Name, Surname  Email  Status (Resident/City User/nd)  Age  Gender  Education  Neighborhood (only for the residents in the advanced registration)  Individual tax code (only in the advanced registration)  Mobile phone (only for the residents in the advanced registration)  A document (pdf, image, ...) for attesting that user is a city user (only in the advanced registration)</p> <p>b) Votes and Preferences</p> <p>c) Non-personally identifiable information  Browser type  Language preference  Referring site  Date and time of each visitor request</p> <p>d) Potentially personally-identifiable information (see also Dataset #4)  IP address</p> <p>e) User Content and Personally Identifiable Information:  Proposals related content and comments to proposals  Content produced in online debates  .</p>
Standards (formats, estimated volume of data)	<p>Formats/Standards:  Storage: database, SQL for CRUD operations  Export of data: CSV, TXT, PDF or Excel File  Interoperability: JSON, PDF  Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)</p>
Data Sharing	
Data Shared	<p>a) Anonymized and clusterized Personal Data:  Age</p>

	Neighborhood/Address Gender Education b) Anonymized votes and preferences e) User Content Proposals related content Any other public user generated content
Data sharing purpose (for dissemination or exploitation)	To allow independent research and independent monitoring of the delivery and outcomes of the Pilot of Milan in compliance with the Open Data principles established for EMPATIA.
Format of data sharing	Data will be released: in machine readable format (CSV) as charts and other info-graphic elaborations (PDF) images (GIF)
Means of data sharing	On the website <a href="https://www.bilanciopartecipativomilano.it">https://www.bilanciopartecipativomilano.it</a> and on the repository hosted on <a href="http://data.empatia-project.eu/">http://data.empatia-project.eu/</a> .
Embargo Period	6 months
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved in the Università di Milano - Dipartimento di Informatica datacentre. There are daily backups to a dedicated server.
Preservation periods and where	The collected data in this dataset is kept no longer than one year after the last access to the Service by the Data Collector. The data is kept in the datacenter(s) of Università di Milano - Dipartimento di Informatica.
<b>Data Security</b>	
Physical protection mechanisms	The room in which the servers are located and where the data are stored has strict security rules regarding physical access. Access is limited to staff members of IT facilities of Università di Milano - Dipartimento di Informatica. The data storage infrastructure is supported by redundant servers and storage systems with active redundancy mechanisms covering both the disks and the connections between storage and servers that make up the infrastructure. The backup system includes automated procedures to perform data backup operations on a daily basis. Backups maintain a two-month history.
Logical protection mechanisms	In the logical protection many levels cooperate to preserve the integrity of the system: External level. The incoming/outcoming traffic is analyzed from Unimi firewall to prevent potential malicious requests

	<p>OS level. The OS uses a firewall to block incoming request to not authorized services and uses the MAC system rules, using Selinux, to prevent a intrusion/manumission of the system.</p> <p>Web server level. The web server uses security module to mitigate potentials brute force attacks.</p> <p>Application level. The software implements a suited granurality of system permissions and the administrator can't modify directly the sensitive information of users to preserve integrity of the system.</p>
Ethical remarks	
Legal framework	<p>International Framework: Directive 95/46/EC</p> <p>National Framework: Legge 31 dicembre 1996, n. 675</p> <p>National Regulatory Body: Garante per la protezione dei dati personali (<a href="http://www.garanteprivacy.it/">http://www.garanteprivacy.it/</a>)</p>
Policies /Information Sheet	<a href="https://www.bilanciopartecipativomilano.it/policies/privacy">https://www.bilanciopartecipativomilano.it/policies/privacy</a>
Ethical risks	<p>The dataset is built combining two different sources, but all personal data have been collected an processed through the service OPENDCN (<a href="http://www.opendcn.org">http://www.opendcn.org</a>) and hosted on <a href="http://www.bilanciopartecipativomilano.it">http://www.bilanciopartecipativomilano.it</a>, while the service based on EMPATIA has been used only to publish public data and content.</p> <p>The privacy policy proposed by the consortium has been reviewed and accepted by the Data Controller (the Municipality of Milan).</p>

### 3.10. Dataset #10 – Pilot – Říčany

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Říčany (CZ Republic) through the dedicated website: <a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a> . The EMPATIA's service is deployed in this pilot in integration with the services of the partner D21. The Integration between different technologies is still under definition and will be reported in an update to the present dataset description before the start of the collection of Personal Data.
Dataset PurposePurposes	Purposes <ul style="list-style-type: none"> <li>- To ensure the unique authentication of users, necessary to take part to processes managed the website: <a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a>;</li> <li>- To study and research how users and visitors use<a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a>;</li> <li>- To communicate with users regarding eventual updates to<a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a>, to EMPATIA's services and to related policies;</li> <li>- To provide periodical information regarding the content of<a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a>, in accordance with the notification preferences configured by each user;.</li> </ul>
Dataset Source	Data collected : <ol style="list-style-type: none"> <li>Through the web application service based on EMPATIA and hosted on <a href="https://www.prekvaptericany.cz/">https://www.prekvaptericany.cz/</a> <ul style="list-style-type: none"> <li>Limited to UCG, description of proposals</li> </ul> </li> <li>Through the web application service based on D21 proprietary Service and hosted on Ridim Ricany (<a href="http://www.ridimricany.cz/">http://www.ridimricany.cz/</a>) <ul style="list-style-type: none"> <li>At the registration and authentication of new users</li> <li>During the submission of comments, votes and generation of any other user content</li> <li>Through the migration of data already pre-existing on ridim říčany before the start of the pilot</li> </ul> </li> </ol>
Dataset Date/Version	1.0 31/12/2017
Dataset Language	Czech
Related WP(s) and task(s)	WP3 - Pilots;T3.3 - Pilot: Říčany/Czech Republic
Data responsibilities	
Data Processor	Demokracie 2.1
Data Controller	Demokracie 2.1

Responsible for Data Storage	OneSource Consultoria Informática Lda; Democracie 2.1
Data Collected and Standards	
List of Data Collected	a) Personal Data: Name Surname Email Gender Age range Telephone   Mobile phone (optional) b) Votes and preferences c) User Content and Personally Identifiable Information: Proposals related content and comments to proposals
Standards (formats, estimated volume of data)	Formats/Standards: Storage: database, SQL for CRUD operations Export of data: CSV, TXT, PDF or Excel File Interoperability: JSON, PDF Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)
Data Sharing	
Data Shared	a) Anonymized and clusterized Personal Data: Gender Age range b) Anonymized results of Votes and preferences c) User Content Proposals related content and comments to proposals Any other public user generated content
Data sharing purpose (for dissemination or exploitation)	To allow independent research and independent monitoring of the delivery and outcomes of the Pilot of Ricany in compliance with the Open Data principles established for EMPATIA.
Format of data sharing	Data will be released: in machine readable format (CSV) as charts and other info-graphic elaborations (PDF) images (GIF)
Means of data sharing	On the repository hosted on <a href="http://data.empatia-project.eu/">http://data.empatia-project.eu/</a> .

Embargo Period	6 months
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
Archiving and preservation	
Data Storage (including backups)	NA
Preservation periods and where	NA
Data Security	
Physical protection mechanisms	NA
Logical protection mechanisms	NA
Ethical remarks	
Legal framework	<p>International Framework: Directive 95/46/EC .</p> <p>National Framework: National Framework: The Office for Personal Data Protection is an independent body set up to supervise observance of the legal obligations laid down for processing of personal data; maintain the register of notified data processing operations; deal with initiatives and complaints from citizens concerning breach of law; and provide consultancy in personal data protection.</p> <p>Competence in the field of personal data protection: The Office's scope of authority is stipulated by the Data Protection Act (Articles 2 and 29). Moreover, the Office is vested with additional powers related to special issues and anchored in special laws.</p> <p>In developing its administrative activities, the Office acts on the Data Protection Act and the Administrative Code (Act No. 500/2004 Coll.) which is the basic piece of procedural law.</p> <p>In its supervisory activities, the Office is governed by the provisions of Act No. 101/2000 Coll. and certain provisions of Act No. 552/1991 Coll., on state control. The specimen of the identification card held by the Office's inspectors is depicted in the Government Order No. 8/2005 Coll.</p> <p>The Office administers the public administration information systems pursuant to Act No. 365/2000 Coll., on information systems of public administration.</p> <p>The Office provides information relating to its scope of authority pursuant to Act No. 106/1999 Coll., on free access to information.</p> <p>National Regulatory Body: Office for Personal Data (<a href="https://www.uoou.cz/en/">https://www.uoou.cz/en/</a>)</p>



Policies /Information Sheet	<a href="https://ricany.empatia-project.eu/page/privacy_policy">https://ricany.empatia-project.eu/page/privacy_policy</a> (On the EMPATIA-based site); No privacy policy available on Ridim Ricany ( <a href="http://www.ridimricany.cz/">http://www.ridimricany.cz/</a> )
Ethical risks	<p>The dataset is built combining two different sources, but all personal data have been collected and processed through the service Ridim Ricany (<a href="http://www.ridimricany.cz/">http://www.ridimricany.cz/</a>), managed by D21 and pre-existing the EMPATIA project, while the service based on EMPATIA has been used only to publish public data and content.</p> <p>The ethical coordinator cannot guarantee the respect of ethical standards for data collected on Ridim Ricany prior to the project. All data have been transmitted from the data controller to the partners already anonymized.</p>

### 3.11. Dataset #11 –Pilot – Wuppertal

Dataset Identification	
Dataset Description	This dataset includes the information and personal data collected during the delivery of the EMPATIA's pilot in the municipality of Wuppertal (Germany) through the dedicated website: <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a> . The EMPATIA's service is deployed in this pilot in integration with the services of the partner Zebralog.
Dataset PurposePurposes	Purposes <ul style="list-style-type: none"> <li>• To ensure the unique authentication of users, necessary to take part to processes managed the website: <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a>;</li> <li>• To study and research how users and visitors use <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a>;</li> <li>• To communicate with users regarding eventual updates to <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a>, to EMPATIA's services and to related policies;</li> <li>• To provide periodical information regarding the content of <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a>, in accordance with the notification preferences configured by each user;</li> </ul>
Dataset Source	Data collected through the web application service based on EMPATIA and hosted on <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a> : <ul style="list-style-type: none"> <li>• At the registration and authentication of new users</li> <li>• During the submission of comments, votes and generation of any other user content</li> <li>• During any other access to the platform</li> </ul>
Dataset Date/Version	Foreseen
Dataset Language	German
Related WP(s) and task(s)	WP3 - Pilots; T3.1 - Pilot: Bonn/Germany
Data responsibilities	
Data Processor	Zebralog
Data Controller	Zebralog
Responsible for Data Storage	OneSource Consultoria Informática Lda
Data Collected and Standards	
List of Data Collected	a) Personal Data: Name Surname

	Email Age range Neighborhood/Address Telephone   Mobile phone (optional) Genre Education b) Votes and preferences c) Non-personally identifiable information Browser type Language preference Referring site Date and time of each visitor request d) Potentially personally-identifiable information (see also Dataset #4) IP address e) User Content: Proposals related content and comments to proposals.
Standards (formats, estimated volume of data)	Formats/Standards: Storage: database, SQL for CRUD operations Export of data: CSV, TXT, PDF or Excel File Interoperability: JSON, PDF Estimated Volume: Dependent on the number of operations (from Megabytes to Gigabytes)
Data Sharing	
Data Shared	a) Anonymized and clusterized Personal Data: Age Neighborhood/Address Gender Education b) Anonymized votes and preferences c) User Content Proposals related content Any other public user generated content
Data sharing purpose (for dissemination or exploitation)	To allow independent research and independent monitoring of the delivery and outcomes of the Pilot of Lisbon in compliance with the Open Data principles established for EMPATIA.
Format of data sharing	Data will be released:

	in machine readable format (CSV) as charts and other info-graphic elaborations (PDF) images (GIF)
Means of data sharing	On the website <a href="https://www.buergerbudget.wuppertal.de/">https://www.buergerbudget.wuppertal.de/</a> and on the repository hosted on <a href="http://data.empatia-project.eu/">http://data.empatia-project.eu/</a> .
Embargo Period	6 months
Open Data license	<a href="https://creativecommons.org/licenses/by-nc-sa/4.0">https://creativecommons.org/licenses/by-nc-sa/4.0</a>
<b>Archiving and preservation</b>	
Data Storage (including backups)	The dataset is preserved in the OneSource datacentre. There are daily backups and weekly backups to a dedicated server.
Preservation periods and where	The collected data in this dataset is kept no longer than one year after the last access to the Service by the Data Collector. The data is kept in the datacenter(s) of OneSource. All personal data regarding this dataset have been destroyed on 31/12/2017.
<b>Data Security</b>	
Physical protection mechanisms	The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource. The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy, and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.
Logical protection mechanisms	The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens. As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as an user participating in the PB process). All the

	accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.
Ethical remarks	
Legal framework	<p>International Framework: Directive 95/46/EC .</p> <p>National Framework: There is a system of regulations enforcing locally the Data Protection. First of all, the website is created in accordance with the provisions of the Telemedia Act (TMG). The processing of personal data is also based on the Telemedia Act. Second, the City of Wuppertal is subject to the Federal State Data Protection Act (DSG NRW). The third party involved in the implementation of the process is subject to the Federal Data Protection Act (BDSG). The Federal State Commission for Data Protection and Information Freedom of North Rhine-Westphalia (Landesbeauftragte für Datenschutz und Informationsfreiheit NRW) is the authority which oversee over controversies regarding the enforcement of Data Protection and other relevant ethical issues. It explicitly shows that the data protection strategies are compliant with local, national and international regulations. The data is passed on to third parties without a user's consent only in case of the legal obligation. In this case, §§ 14-17 DSG NRW shall apply, unless special regulations exist. § 9 DSG NRW applies to the setup of automated retrieval procedures.</p>
Policies /Information Sheet	<a href="https://www.buergerbudget.wuppertal.de/auth/privacyPolicy">https://www.buergerbudget.wuppertal.de/auth/privacyPolicy</a>
Ethical risks	Dataset includes Personal and Sensitive Data. Adequate security measures and protocols shall be implemented by the Data Controller in order to ensure the enforcement of the protection of personal data according to the provisions detailed in the privacy policies.

## ANNEX B Context Survey

	Label	Question?
<b>1</b>	<b>SOCIAL</b>	
1.1	Population (Resident)	How many inhabitants live in the municipality?
1.2	Area	What is the Municipal Area?
1.3.1	Age	What is the % of inhabitants under 14 years old?
1.3.2	Age	What is the % of inhabitants between 15 and 29 years old?
1.3.3	Age	What is the % of inhabitants between 30 and 49 years old?
1.3.4	Age	What is the % of inhabitants between 50 and 64 years old?
1.3.5	Age	What is the % of inhabitants between over 65 years old?
1.4	GDP/pc	What is the Average GDP per Capita?
1.5.1	Education	What is the % of inhabitants with the degree: PRIMARY SCHOOL
1.5.2	Education	What is the % of inhabitants with the degree: SECONDARY SCHOOL
1.5.3	Education	What is the % of inhabitants with the degree: SUPERIOR
1.5.4	Education	What is the % of inhabitants with the degree: NO DEGREE
1.6.1	Employment	What is the % of inhabitants UNEMPLOYED?
1.6.2	Employment	What is the % of inhabitants EMPLOYED?
1.6.3	Employment	What is the % of inhabitants RETIRED?
1.6.4	Employment	What is the % of inhabitants STUDENTS?
1.6.5	Employment	What is the % of inhabitants OTHER?
1.7	Other Indexes	Are there any other existing Indicators relevant for our purpose?
1.9	Entity Implementation	What entity is responsible for the budget's approval and implementation of the outcomes of the PB process (region/province/municipality/submunicipal,other)?
1.10.1	Political Party	What Political Party (Coalition?) is at the government of the entity?
1.10.2	Political Party	Describe the coalition
1.11	Voting Turnout (local elections)	What was the voting turnout at the last election?
1.12	Other DI	Do the Municipality carry out other Dis? Check Note
<b>2</b>	<b>ETHICAL</b>	
2.1.1	Personal Data collected	Is the following personal data collected: NAME and SECOND NAME
2.1.2	Personal Data collected	Is the following personal data collected: AGE
2.1.3	Personal Data collected	Is the following personal data collected: ADDRESS

2.1.4	Personal Data collected	Is the following personal data collected: GENDER
2.1.5	Personal Data collected	Is the following personal data collected: EDUCATION
2.1.6	Personal Data collected	Is the following personal data collected: Other (SPECIFY)
2.2.1	Personal Data Protection	Is the following mechanism of Personal Data protection available : data anonymization through open standards?
2.2.2	Personal Data Protection	Is the following mechanism of Personal Data protection available : explicit consent about every data collection?
2.2.3	Personal Data Protection	Is the following mechanism of Personal Data protection available : training/workshops/seminars for the participants to learn principles of data protection?
2.2.4	Personal Data Protection	Is the following mechanism of Personal Data protection available : Others (Specify)?
2.3	Information Sheet access	How are Information on Data Management and Personal Data protection made accessible?
2.4	Cookie	Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?
2.5	Oblio	Is there any provided procedures to comply with the right to be forgotten?
2.6.1	Trackers (Ghostery)	Are there any 3d party trackers?
2.6.2	Trackers (Ghostery)	If yes list them
2.7	Open Data	What Kind of Data regarding the process are accessible?
2.8	Purpose	What is the main purpose of data collection?
2.9	Archiving	Where Data are archived?
2.10	Preservation	How long data are preserved?
2.11	Responsability	Who is responsible for Data processing?
2.12	Ownership	Who is owner of Data?
2.13.1	Third Parties	Are there third parties with access rights?
2.13.2	Third Parties	If yes, describe the third parties and the rights.
2.14	Data Access Format	What is the format of release:
2.15	Data Access Procedure	What is the procedure to access Data?
<b>3 LEGAL</b>		
3.1	Budgetary Autonomy	Is the Entity financially autonomous? (if not what other subject shall authorize budget approval and execution?)
3.2	Value of the Budget (last or avg last 3 )	What is the overall value of the budget?
3.2.1	Current/investments	What is the value of the current expenditures
3.2.2	Current/investments	What is the value of the investments

3.2.3	Financial Autonomy1	What % of budget income depends by local taxes? (Include direct and Indirect Taxes)
3.2.4	Financial Autonomy2	What % of budget income depends by transferences from other governmental level? (provide if possible the data divided between Investment and Current Expenditures)
3.2.5	Financial Autonomy3	What is the total Indebtment of the entity?
3.2.6	Financial Autonomy4	What % of the budget is destined to repaying previous debts?
3.3	Budget responsibility	What institutional body is in charge of Budget approval?
3.4	Administrative responsibility Budget	What institutional body is responsible for Budget elaboration?
3.5	Main competences	What are the main competences of the entity involved (list)?
3.6.1	Administrative responsibility	What Administrative Body (office/Sector)is in charge of process delivery?
3.6.2	Administrative responsibility1	Other competences managed by the same body (list)
3.6.3	Administrative responsibility2	Other DIs managed by the same body (list)
3.7.1	Cost of PB management	Overall costs (extimation)
3.7.2	Cost of PB management2	Origin of Funds
3.8.1	Third Party Implementation	Are there third party involved in the implementation of the process
3.8.2	Third Party Implementation	If yes, what kind of function they cover in the process
3.8.3	Third Party Implementation	Are they paid? No/Yes/howmuch
3.9	3rdpartyselection	What is the mechanisms of 3rd Party selection? (tender, direct, other-explain)
3.10	ICT Services	Who is in charge of the management of digital services connected to PB? (office/third party/other - explain)
3.11	ICT Services CMS	Who is in charge of content management of digital services connected to PB? (office/third party/other - explain)
3.12.1	Regulatory Framework	Is there any official act that makes outcomes of PB binding for Public Policy makers?
3.12.2	Regulatory Framework	If yes describe
3.13.1	Procedural Framework	Is there any official act that regulates the procedure of PB?
3.13.2	Procedural Framework	If yes describe
3.14	DP Regulation	What regulations enforce locally Data Protection?
3.15	DP Compliance	Are the data protection strategies compliant with local, national,international regulations?
3.16	DP Authority	What local/national/international authority oversee over controversies regarding the enforcement of Data Protection and other relevant Ethic Issues



## ANNEX C Context Analysis

### Methodology

The main objective of this chapter is to collect all the data and information necessary to compose a preliminary picture of the social, ethical and legal dimensions of pilots including:

- Preliminary analysis of most relevant socio/economic indicators for the local context;
- Identification of the participatory context, pre-existing democratic innovations and governance systems;
- Identification of main challenges and opportunities related to the improvement of social inclusion and deliberative quality of multi-channel DIs;
- State of the Art of privacy protection and data accessibility before the inception of EMPATIA's pilots;
- Identification of relevant regulations and laws at local and national level.

In order to gather all these information, this chapter has been based on a “Organizers Survey” delivered by CES researchers with the support of the organizers of pilots in Lisbon (PT), Wuppertal (GER), Ričany (CZ), including:

- the other partners of the consortium in charge of pilots implementation;
- the civil servant in charge of pilots implementation in the municipalities involved.

The so called “Organizers Survey” (Annex A) is composed by 80 questions divided into three blocks, respectively referred to the social, ethical and legal variables identified as relevant for the preliminary analysis of the context.

The full dataset used to prepare this chapter will be published on the main website of EMPATIA in the “results” section and updated in the following months with additional data referred to the pilot delivery.

## Sources

The survey has been delivered using data collected through primary and secondary sources, including in particular:

- Eurostat datasets;
- National statistical institutes of Portugal, Germany and Czech Republic;
- Websites of the local authorities involved in pilots and, where existing, websites and platforms related to previous DIs delivered in the context of implementation of EMPATIA's pilots;
- Interview to organizers of previous DIs delivered in the context of implementation of EMPATIA's pilots;

## Territorial Units for Statistics

The boundaries of the “local context” of each pilot are identified here in the territorial unit governed by the local authority involved in the pilot delivery (*i.e.* the administrative boundaries of the municipalities involved).

Nonetheless during the collection of data (and in particular socio-demographic data) it has not always been possible to achieve this optimal level of definition, in particular for the cases of Wuppertal and Riçany, where the medium and small scale of the city do not correspond to official territorial units adopted in national and European statistics institutes.

For this reason we decided to opt for the best level of definition achievable and adopt the EU standard “Nomenclature of Territorial Units for Statistics (NUTS) as defined in the following table.

**Table 0-3 – Nomenclature of Territorial Units for Statistics (NUTS)**

Countries	NUTS 1	NUTS 2	NUTS 3	NUTS 4
Czech Republic	—	Territorial regions (+ Prague)	Administrative regions	Municipalities
Germany	States (Bundesland)	Government regions	Districts (Kreis)	Municipalities

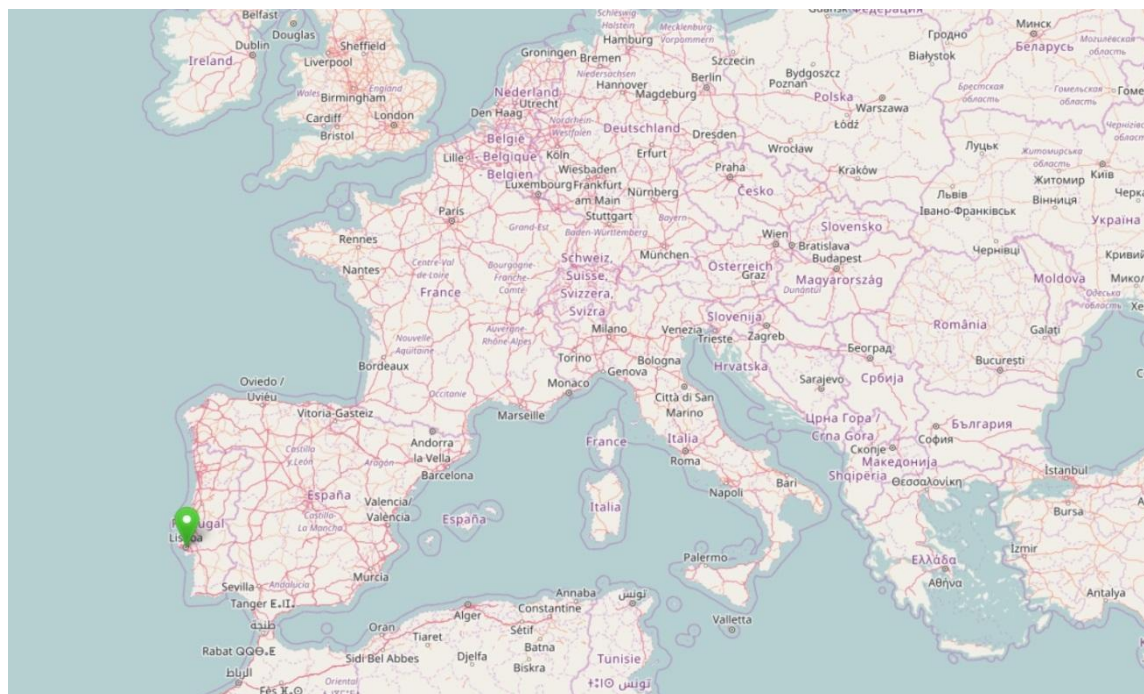
		(Regierungbezirk) (or equivalent)		
Portugal	Continent + Azores + Madeira	Coordination and development regions + autonomous regions	Groups of municipalities	Municipalities

When data regarding the municipality (NUTS4) were not available, we scaled up from to the closest NUTS available.

## Pilot I: Lisbon

This chapter provides an overview of the context of Lisbon, Portugal

**Table 0-4 - Lisbon, Portugal**



## Socio-Economic Context

### Territory and Population

With 504.471 inhabitants Lisbon is the capital and the largest city of Portugal. Lisbon is at the center of a large Metropolitan Area that gathers more than the 25% of the overall Portuguese population and is the 11<sup>th</sup> most populous Metropolitan area in Europe.

Lisbon is an unique case in Portugal where the population is scattered countrywide in a web of small and medium towns. In addition to the resident population, Lisbon receives around 425.000 daily commuters<sup>43</sup>, a population which is strongly integrated to the social and economic life of the city. These peculiarities make the socio-demographic profile of Lisbon significantly different from the national averages and for this reasons we'll use also data at NUTS II and III levels to describe its Socio Economic Context.

**Table 0-5 - Statistical Units Observed and Population<sup>44</sup>**

	NUTS	STAT CODE	POPULATION
Portugal	0	PT	10.341.330
Continente	I	1	9.839.140
Área Metropolitana de Lisboa	II	17	2.812.678
Área Metropolitana de Lisboa	III	170	2.812.678
Lisboa	IV	1701106	504.471

The total area of Lisbon is 100,1 KM2, with a population density of 5040 ab/Km2, a data relatively low if compared with the density of other European Capitals.

The urban conformation of Lisbon is characterized on one hand by the river Tejo that is the natural infrastructure that connects the city with the countryside and with the sea, and on the other hand by a number of hills that shape its profile.

<sup>43</sup> Camera Municipal Lisboa, "The Economy of Lisbon in Figures - 2015" (CML, 2015), <http://www.cm-lisboa.pt/en/business/investment/lisboa-in-figures/lisboa-economy-in-figures>.

<sup>44</sup> INE (2015)

## Gender and Age composition

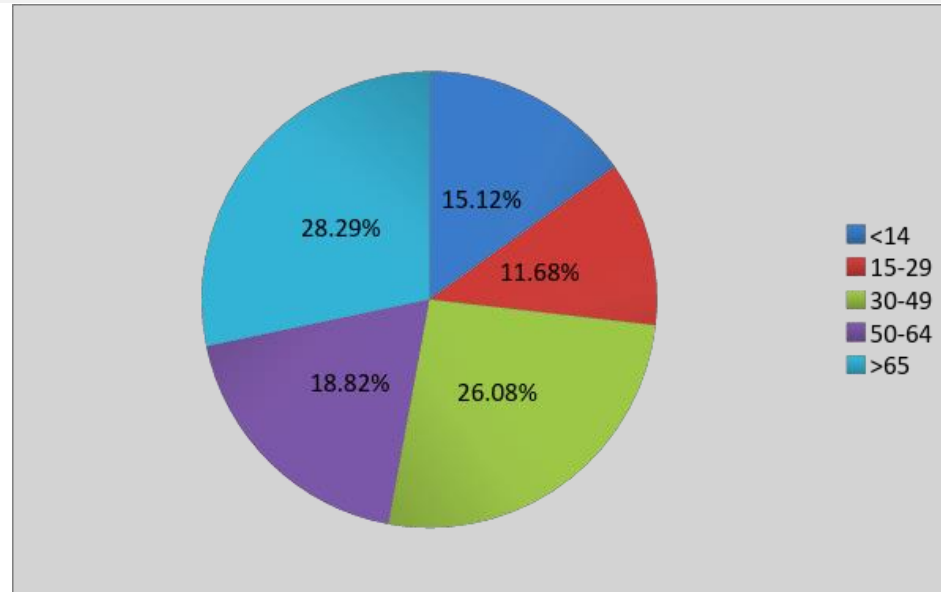
The demographic composition of Lisbon is influenced by the constant reduction of the population along the last 5 decades (the city had 850000 inhabitants still in the 60s). As a consequence, the composition of the population at city level is significantly different than the national averages, with a limited number of people between 15 and 49 and an increase in the population over 65 years old. On the other hand, as we extend the view to the broader metropolitan area those data realign with the national averages (see Table 3-3). In recent years tourism related urban policies may have influenced this unusual population composition.

**Table 0-6 - Age Composition in Portugal and Lisbon (NUTS I,III,IV)<sup>45</sup>**

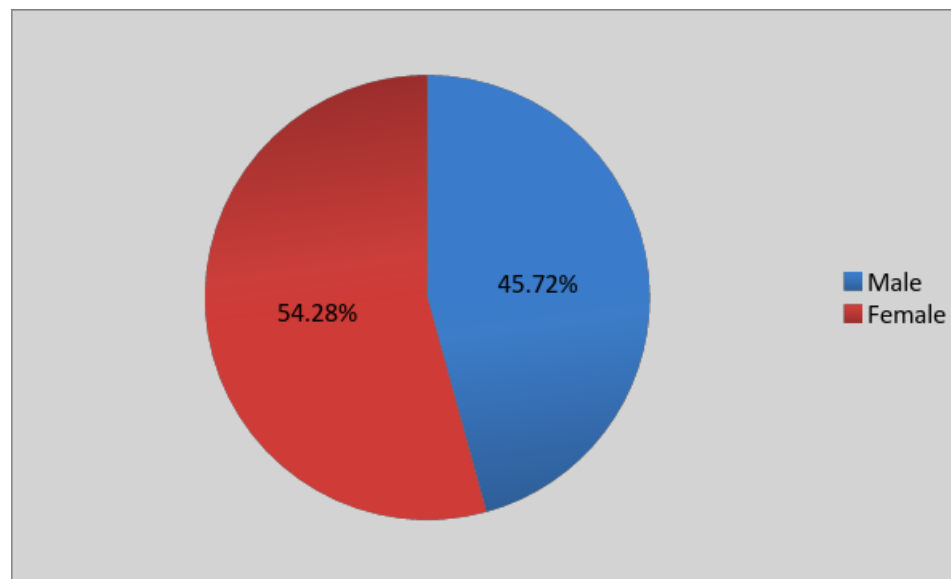
	Portugal (NUTS I)	Metro Area (NUTS III)	Lisboa (NUTS IV)
<14	14,13%	15,86%	15,12%
15-29	16,08%	15,19%	11,68%
30-49	28,66%	29,02%	26,08%
50-64	20,43%	19,05%	18,82%
>65	20,70%	20,88%	28,29%

**Table 0-7 - Age Composition in Lisbon (NUTS IV)**

<sup>45</sup> INE (2015)



The percentage of women is about 54,28% of the population, in line with the national averages.

**Table 0-8 - Gender Composition (NUTS IV)**


### **Education, Employment and GDP**

Lisbon is a City with a high level of education when compared with national averages: the rate of Population with tertiary education is more than 32%, twice the national rate.

**Table 0-9 <sup>46</sup> - Education In Lisbon and Portugal (NUTS I, IV)**

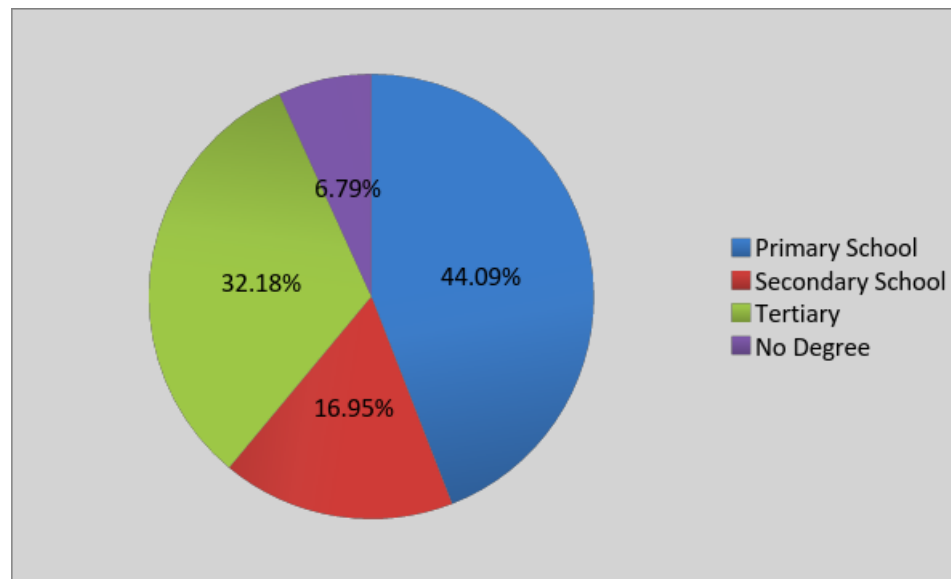
Degree	% Portugal (NUTS I)	% Lisbon (NUTS IV)
Primary School	59,08%	44,09%

<sup>46</sup> INE (2011)



Secondary School	15,70%	16,95%
Tertiary	14,83%	32,18%
No Degree	10,39%	6,79%

**Table 0-10 - Education in Lisbon**



The high levels of educations seem to be reflected in the picture of the economy of Lisbon. Indeed, the GDP per capita (Nominal) of the Great Lisbon<sup>47</sup> in 2015 is 26.577 €, almost 60% more than the national average of 16.556 € and slightly above the EU27 average of 26.100 € (EU Census 2011).

<sup>47</sup> The Great Lisbon is a statistic sub-region used at national level and approximately correspondent to the Metropolitan Area of Lisbon. The Great Lisbon has 2042477 inhabitants. Data from INE are referred to 2013.

The unemployment rate in Lisbon is 10,9%, in line with national averages and above the EU average (9,6% in 2015 according to Eurostat). The active population in the metropolitan area of Lisbon is about 1.300.000, approximately the 46% of the population, data that reflects the age composition previously described.

**Table 0-11 – Unemployment Rate in Portugal and Lisbon<sup>48</sup>**

	Portugal (NUTS I)	Metro Area Lisbon (NUTS III)
Unemployment Rate	10,5 %	10,9 %

According to the CML Sea, Health, Creative Industry and ICT can be considered as the emerging strategic clusters of local economy, producing more than 20% of the total GDP. Other more traditional clusters are represented by Commerce, Tourism, Construction and Real Estate, Other Business Services <sup>49</sup>.

Particularly relevant for the purposes of EMPATIA is the ICT sector that has been growing significantly in the last decade, representing the 66% of the total value produced by the ICT sector at country level <sup>50</sup>.

The consolidation of an high tech district in Lisbon has been celebrated recently by the organization of the world web summit 2016 (<https://websummit.net/>).

## Political and Administrative Context

### Government of the City

The government of municipalities in Portugal is divided between an executive body (Camara Municipal, directly elected by Citizens) and a legislative body (Assembleia Municipal, a mixed body including elected members and representatives of other administrative bodies).

<sup>48</sup> INE (2016, 3rd trimester)

<sup>49</sup> Camera Municipal Lisboa, "The Economy of Lisbon in Figures - 2015."

<sup>50</sup> Ibid.

The main competencies of Portuguese municipalities are <sup>51</sup>:

- Rural and urban equipment;
- Energy;
- Transports and communications;
- Education;
- Heritage, culture, science;
- Leisure and sport;
- Health; social action and housing;
- Civil Protection;
- Environment and basic sanitation;
- Consumer rights defense;
- Developing promotion;
- Territorial Ordering and urbanization;
- Foreign cooperation and urban policy.

In Lisbon the Camara Municipal de Lisboa (CML) is composed of 17 members called *vereadores*. The governing coalition is led by the Socialist Party (PS), that has 8 members (3 members are from civic electoral lists linked to the PS) including the President of the CML (the Mayor).

At the last election in 2013 the voting turnout in Lisbon has been around 45% of the electoral body. The electoral body in Lisbon includes a number of citizens enrolled in the electoral lists that exceed the actual number of inhabitants (around 550.000 enrolled).

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<sup>51</sup> UCLG, *I Global Report on Decentralization and Local Democracy - Decentralization and Local Democracy in the World* (Washington, DC: World Bank, 2009), <http://public.eblib.com/EBLPublic/PublicView.do?ptilID=459485>.

The Assembleia Municipal de Lisboa (AML) is constituted by 51 directly elected members and by the Presidents of the 24 “parish” councils in Lisbon, with a total of 75 members. The Socialist Party, that has the majority in the CML, also counts 36 representatives in the AML, where there is not a single-party majority, even if few votes are sufficient to the PS. In this perspective CML and AML are “aligned” politically, condition that ensure a more effective and fast decision making at institutional level.

Below the city level, Lisbon (as any other city in Portugal) is divided in 24 Parishes (called freguesias in Portuguese). Each parish is governed by an executive body (Junta de Freguesia) appointed by a legislative body (*Assembleia de Freguesia*).

### **Budgetary Procedure**

In Portugal the municipalities are autonomous in budget planning, approval and execution. The budgetary procedure is regulated by the national law n.º 73/2013. Every year the financial law of the Portuguese State includes provisions that influence the budgetary procedure of Local Authorities.

In the budgetary procedure of Portuguese municipalities the Camara Municipal is in charge of development of a budget proposal and the *Assembleia Municipal* is the body in charge for its final approval.

### **Budget insights**

The budget of Lisbon<sup>52</sup> is consistent with the role of a national Capital, where both current expenditures and investments are significant.

**Table 0-12 – Budget Value in Lisbon**

Budget Value	€ 880.830.745,00
Current Exp.	€ 517.672.367,00
Investments	€ 363.158.378,00

<sup>52</sup> Data in this section refer to the budget 2015 published on the official CML website.

A large part of the current expenses is covered by local taxes and fees (more than 85% of all current incomes), revealing autonomy and sustainability of the current component of the budget.

Investments seems to be more dependent from non-ordinary funds as the sale of assets and properties (22% of Capital income) and extraordinary operating surplus (54% of capital income). Given the instability of such kinds of income the level of investment of the Municipality of Lisbon seems to be less sustainable on long term.

The total debt of the municipality is about 600.000.000 €. According to information available the reimbursement of Lisbon's debt has been partially solved by the State along the last years, that intervened directly in the financial management of the Capital<sup>53</sup>.

### **Financial Dimension of PB**

**Table 0-13 – Financial dimension of PB in Lisbon (2016)**

Pot of Money	€ 2.500.000,00
PB Per Capita (on Lisbon)	€ 4,96
PB Per Capita (on Lisbon Metropolitan Area)	€ 0,88
PB/Investments	0,69%

In 2016, 2,5 million euros of investment expenses are decided through PB. This numbers, together with the budget present above, reveal the great potential of PB in the portuguese capital.

### **Participatory Context**

#### **Democratic Innovations**

<sup>53</sup> <https://www.publico.pt/politica/noticia/a-prova-dos-factos-a-divida-da-camara-de-lisboa-foi-paga-pelo-governo-1707465>

Lisbon has a long tradition of DIs experimented throughout the last 2 decades.

In 2016 the main DIs managed by the municipality of Lisbon were:

### 1. Participatory Budgeting

Since 2008 the CML engages citizens in the co-decision on the expenditures over a portion of the Lisbon Municipal Budget.

The PB cycle in Lisbon is composed by a standard sequence of stages: ideation, filtering, selection, execution.

The participation is individual and is extended not only to all inhabitants but also to workers, students commuters and any other person who should have a direct relation with the city.

PB in Lisbon is hybrid: it has an in person component and a digital one, with a dedicated website: <http://www.lisboaparticipa.pt>

In this report we will focus the analysis on the Participatory Budgeting and on its online platform.

### 2. Lisboa em debate

Lisboa em Debate is the name of a Democratic Innovation that includes non-structured consultations regarding important topics. The methodology is flexible. In the current version individuals participate through written channels by proposing documents and petitions (in paper or electronically, using dedicated email addresses). In some case also public debates have been held, to discuss relevant topics of public interest.

According to the information available, until 2016 the debates were opened upon the initiative of the CML, that invites the inhabitants to provide feedbacks and opinion about specific topics, mainly regarding urban planning and management.

Lisboa em debate official webpage is hosted on the main website of the CML

<http://www.cm-lisboa.pt/participar/lisboa-em-debate>

### 3. Lisboa Aberta:

This is an online portal dedicated to the collection and release of OpenData and Analytics regarding a broad range of topics and indicators, made available by the municipality and in some case by other service providers.

Data published on Lisboa Aberta can be used to improve the transparency and to create a shared base of knowledge and information necessary to any further participatory process.

<http://dados.cm-lisboa.pt/>

#### 4. “Na minha rua”

This is a process for the management of citizens’ requests of intervention regarding minor issues, based on the example of the popular portal “Fix my street”.<sup>54</sup> Citizens can request the intervention of the municipality through an online portal. Through this online portal, it is also possible to observe the response of the public authority and eventually the advancement of the intervention to fix the problem raised.

<http://www.cm-lisboa.pt/servicos/servicos-online/na-minha-rua>

#### 5. Other DIs:

- a. BipZip: micro-grants directed to local NGOs for social and cultural purposes
- b. Agenda 21: engagement of citizens in non-structured mechanisms of consultation regarding environmental topics covered by the popular declaration of UN environment conference Rio and Rio+20
- c. Other episodic and non-systemic DIs embedded in the delivery of EU projects (e.g. consultation of inhabitants in “Sharing Cities Network”, under the grant of H2020 SCC-1/2015)

### **Governance of Democratic Innovations**

The political governance of DI’s in Lisbon is shared between different members of the CML. In some case the political responsibility on DIs is appointed in relation with other executive charges related to the scope of each Democratic Innovation.

The political figure in charge of the most relevant responsibilities regarding Democratic Innovations is Jorge Máximo, *vereador* of the Socialist Party (PS) His political Office includes Information Systems, Relations with the Municipality and Sport.

Jorge Maximo is responsible for the three main DIs delivered in Lisbon in 2016:

- Participatory Budgeting

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<sup>54</sup> <https://www.fixmystreet.com/>

- Lisboa Aberta.
- Lisboa em debate (coordination)

The correspondent administrative body in charge of the delivery of these three DIs is the Division for Innovation and Participation, under the Communication Department and within the umbrella of the General Secretariat of the Municipality.

The existence of a dedicated administrative division for the coordination and management of DIs is per se an institutional innovation that has been emerging during the last decade in many of the largest European cities. Lisbon has been a pioneer on this point since 2008.

### **Legal Framework for the DI**

#### **1. Participatory Budgeting:**

The PB of Lisbon is institutionalized by the deliberation N. 506/2008 of the CML that establishes a Charter of Principles of PB (Carta de Princípios do Orçamento Participativo do Município de Lisboa). The principles refer to the commitment of the municipality to respect the results of PB and implement the winning proposals according to the rules established in the “Terms of participation”.

The institutional design<sup>55</sup> of PB is defined yearly by a set of “Terms of Participation” defined directly by the CML.

No direct engagement of inhabitants is foreseen in the definition of the “rules of the game”.

### **Ethics and Legal State of the Art**

In this section we analyze the state of the art of the management of ethical principles identified in Chapter 2 and their legal enforcement at local level.

### **Description of the Case Observed**

In the case of Lisbon we analysed the platform: <http://www.lisboaparticipa.pt>.

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<sup>55</sup> Intended as the set of rules that regulates the delivery of the PB as: Pot of money to be discussed, calendar of the activities, sectors of intervention, rules for voting, etc.



At the date of the present report, this platform is used to manage the PB process of Lisbon.

### **Personal Data Protection**

The registration to the platform requires two steps

In the first step the only personal data collected is the **email address**. In the second step (required to access the interactive sections of the platform) the platform collects the following data: ID card number; mobile number. No other personal data are collected directly.

The information sheet is accessible during the second step of registration, where it is highlighted at the bottom of the registration form<sup>56</sup>. No explicit consent is required.

The enforcement of privacy rights is subject to the generic formulation of “existing laws”.

The information sheet does not specify the purpose of personal data collection.

No information regarding the use of cookies are available: the platform is not compliant with the EU regulation regarding cookies<sup>57</sup>.

There is no available information regarding the right to be forgotten.

The following third party trackers have been found: Google Analytics; Facebook Connect; AddThis; Disqus (see also Chapter 4).

The data controller of lisboaparticipa.pt is the Municipality of Lisbon. The Data processor is the third party “Libertrium”, a private entity provider of the platform and of its digital services. No information regarding archiving and preservation of data are available in the information sheet.

### **Open Access**

No Open Data regarding the PB process are available. Data are released directly as digital elaboration (infographics).

<sup>56</sup> In September 2016, when the case has been observed for the first time, the link to the Terms of Use of the Platform were broken and no information were available. After direct solicitation to the platform manager the ToU have been published at the end of October 2016.

<sup>57</sup> “Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 Concerning the Processing of Personal Data and the Protection of Privacy in the Electronic Communications Sector (Directive on Privacy and Electronic Communications),” accessed December 1, 2016, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002L0058:EN:HTML>.

The platform provides data regarding past PB processes and statistics regarding the ongoing process. Even if a few qualitative data regarding the participants are published, the majority of the data accessible regards the content of the process, the proposals and the votes received. Based on the database owned by the CML, both the same CML and the third party Libertrium publish georeferenced analytics and other statistics.

The data are published online in the sections “past projects” (as navigable dataset) and in "documents" section (as reports). There are no specific procedure to access raw data.

### **Regulations and Compliance**

The regulatory framework for data protection and management is shaped by the following norms:

- *Regulamento (UE) N.º 611/2013 – relativo às medidas aplicáveis à notificação da violação de dados pessoais em conformidade com a Diretiva 2002/58/CE do Parlamento Europeu e do Conselho relativa à privacidade e às comunicações eletrónicas.*
- *"Artigo 35º da Constituição da República Portuguesa – utilização da informática*
- *Lei 67/ 98 – Lei da proteção de Dados Pessoais*
- *Lei 41/2004 - Regula a proteção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada)*
- *Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas ".*

We could not find any evidence of local regulation regarding Data Protection and Management. The body in charge of Data Protection in Portugal is the CNPD (cnpd.pt).

Despite the generic reference to “existing laws” that is possible to read in the Article 2 of the Terms of Use of lisboaarticipa.pt, it seems that the data collection and management in this case is not fully compliant with the International and National regulations.

### **Risks Related to the Enforcement of EMPATIA’s Principles**

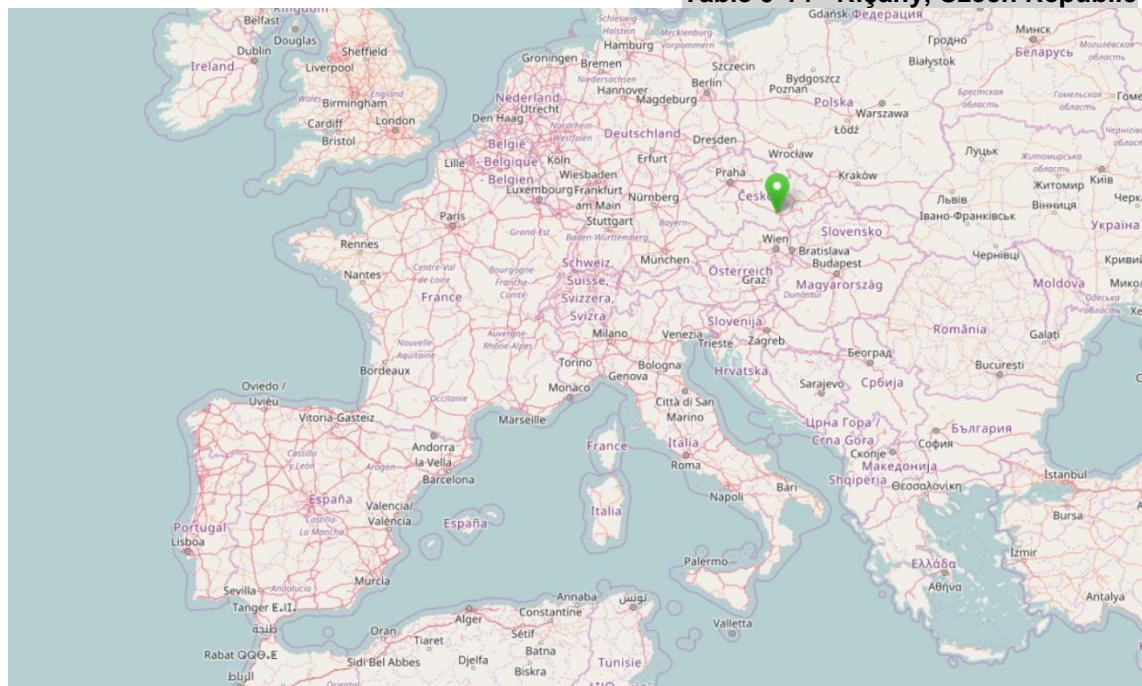
In summary, the main relevant risks observed in the local context of Lisbon are:

- Multichannel Challenges:
  - o Difficult integration between different channels of engagement and between different DIs already in place at the beginning of the pilot;
  - o Organizational complexity linked to the relation between the population of the municipality (half million) and residents of the metropolitan areas (2,8 million), enabled to participate actively in the DIs delivered by the municipality;
  - o Organizational complexity linked to the existence of submunicipal bodies (the freguesias);
- Privacy: Critical state of the privacy policy in the case observed of lisboaparticipa.pt, lack of minimum information and provisions required by the law;

## Pilot II: Ričany<sup>58</sup>

This chapter provides an overview of the context of Ričany, Czech Republic.

**Table 0-14 - Ričany, Czech Republic**



<sup>58</sup> This Chapter is partially incomplete. A version including additional information will be included in the next release of the Social, Ethical and Legal Analysis.

## Socio-Economic Context

### Territory and Population

Říčany is located in the district of Prague-East, Central Region (kraj Středočeský), on the border of the City of Prague, about 20 km south-east from its center. The population is 15027 inhabitants. Prague-east is one of the 12 districts of the Central Bohemian Region of the Czech Republic with an administrative center in the city of Prague. Area 754.91 sq. km, population - 139 828 people. The district has 110 settlements, including 8 cities and 4 villages.

**Table 0-15 - Statistical Units Observed and Population**

	NUTS	STAT CODE	POPULATION
Czech Republic	I	CZ0	10,538,275
Střední Čechy	II	CZ02	1,315,299
Středočeský kraj	III	CZ020	1,315,299
Říčany Municipality (EuroCensus)			15.027

The municipal area covers some 25.8 km<sup>2</sup>. Population Density on the NUTS III level is 121.1/km<sup>2</sup>, compared to NUTS I 136.3/km<sup>2</sup>, and EU28 average 117/ km<sup>2</sup>.

### Gender and Age composition

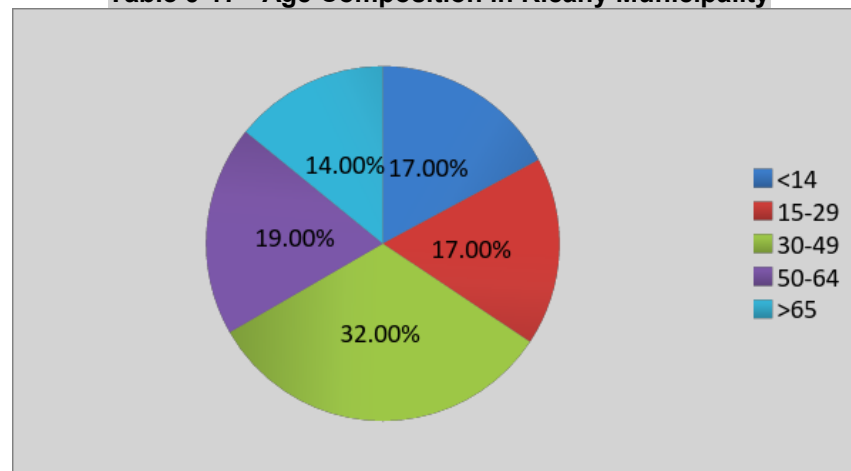
Regarding the structure of the population, the group of people aged between 30 and 49 prevails among others and estimates 32%. The second largest group (19%) is people between 50 and 64. People aged under 14 and between 15 and 29 constitute 17% each. The percentage of people aged over 65 is 14%. 17,53% of inhabitants are retired. It comes in line with the national average. Since Říčany is one of the commuting areas of Prague, around 11.95 % of population are students.

**Table 0-16 - Age Composition in Czech Republic and Říčany (NUTS I,III and Municipality)**

	Czech Republic (NUTS I)	Středočeský kraj (NUTS III)	Říčany
<14			17%
15-29			17%
30-49			32%

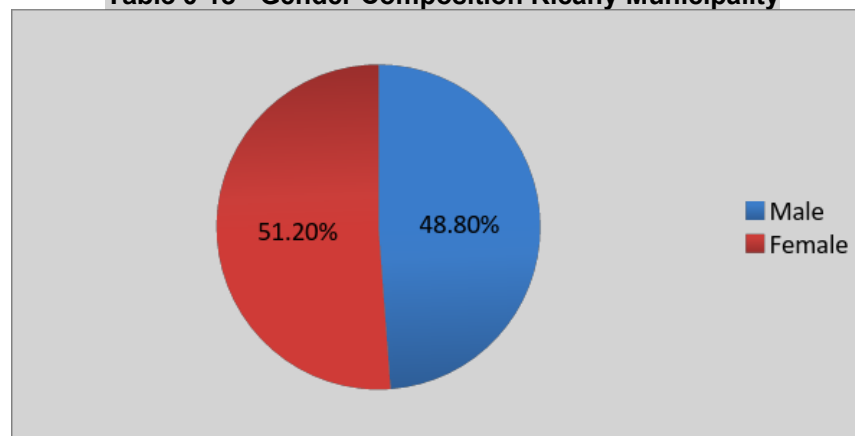
50-64			19%
>65			14%

**Table 0-17 - Age Composition in Říčany Municipality**



The share of women is 51.2%. It comes in line with the national average

**Table 0-18 - Gender Composition Říčany Municipality**

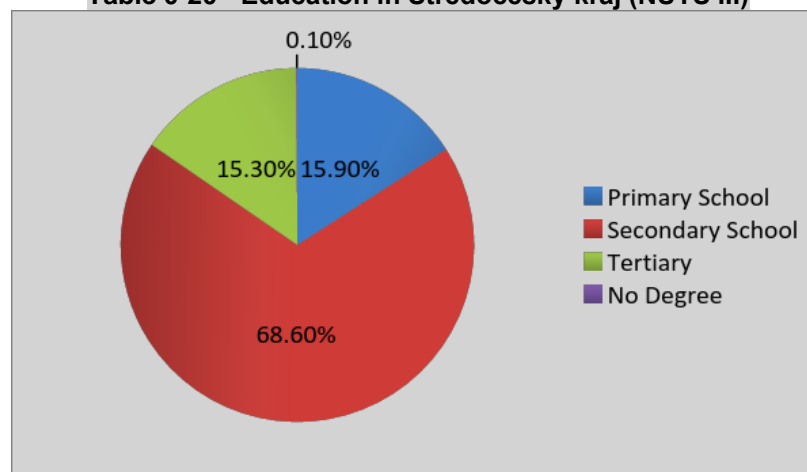


## Education, Employment and GDP

Table 0-19 - Education in Czech Republic and Středočeský kraj (NUTS I/III)

Degree	% Czech Republic (NUTS I)	% Středočeský kraj (NUTS III)
Primary School		15,9
Secondary School		68,6
Tertiary		15,3
No Degree		0,1

Table 0-20 - Education in Středočeský kraj (NUTS III)



As for 2012 the GDP per capita on the NUTS III level was 13813 €. Below the national average 14,800€ and to the EU28 28,800€.

The unemployment rate is 5,2%. There is 56,4% of active population employed. Compared to the national 6.1 and the EU28 average 8.3.

Table 0-21 - Unemployment Rate in Czech Republic and Středočeský kraj

	Czech Republic (NUTS I)	Středočeský kraj (NUTS III)
Unemployment Rate	6,1	5,2

## Political and Administrative Context

### Government of the City

The territory of the Czech Republic consists of regions which include districts. The districts consist of municipalities and military areas (Act No. 36/1960 Coll., On territorial division of the state).

Municipal self-government includes representative bodies, the local Councils which are elected every four years. The members of Councils are directly elected based on a proportional system, meaning, the overall number of councillors is proportional to the population size of the municipality. A collective political executive body, the Board, is selected and appointed by the members of Council.

The Members of the Board decide on the candidacy of the Mayor. The local administration plays the role of the executive body of local government.

In general, local governments are responsible for promoting the development of social welfare and the implementation of needs of the citizens. Some mandatory services are prescribed to local government by law. Municipalities are responsible particularly for:

- housing,
- protection of health,
- transport and communications,
- education,
- culture
- protection of public order.

The Financial dept. at the City Hall is responsible for budget implementation, while the City Council is running the budget approval process.

The parties called Klidné město (Quiet city) and Unie pro sport a zdraví (Union for sport and health) together form a coalition. The voting turnout during the last municipal elections was approx 6000 people (53,53% of eligible voters).



The Quiet Town is a local pro- Říčany party. The mayor, Vladimír Kořen (since 2014), as well as the deputy mayor of the town are the representatives from this party. Union for sport and health is primarily focused on the themes of sports, health, environment and sustainable management. The Union for Sport and Health are mainly active in regional politics as well.

### **Budgetary Procedure**

In accordance with the law, a municipality is a territorial self-governing community of citizens. The municipalities possess their own property and act legally on their own behalf and bears responsibility stemming from these relations. The Czech Republic has the dual system of local government with delegated functions of state administration along with the independent self-government competences.

### **Budget insights**

In 2016 the overall value of the budget was 370.000.000 CZK (13,7 mil EUR). The value of the current expenditures is 370.000.000 CZK (13,7 mil EUR). The value of the investments is 100.000.000 CZK (3,7 mil EUR). The total Indebtment of the entity is 100.000.000 CZK (3,7 mil EUR). Approx. 7-10% of the budget is designated to repaying previous debts<sup>59</sup>.

**Table 0-22 - Budget Value in Říčany**

<b>Budget Value</b>	<b>13.692.040 EUR</b>
<b>Current Exp.</b>	<b>13.692.040 EUR</b>
<b>Investments</b>	<b>3.700.551 EUR</b>

The local government revenues comprise four groups. These are tax revenue, non-tax revenue, capital revenue and subsidies. The tax revenue consists of a share on centrally collected taxes and of real estate taxes, local fees and charges on selected activities. Local governments do not have tax powers except for the real estate tax within determined limits. Non-tax revenue is made by income from various local activities. Approximately 50% of the budget income depends on transfers from other governmental level.

### **Participatory Context**

### **Democratic Innovations**

<sup>59</sup> European Central Bank <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/eurofxref-graph-czk.en.html>

Online platform "I run Říčany" ( [www.ridimricany.cz](http://www.ridimricany.cz) ), managed by the third Party D21<sup>60</sup>: the system is used for conducting surveys proposed by the city.

### **Governance of Democratic Innovations**

The Administrative Body in charge of process delivery is the Communication dept. and the Public relations office of the City Hall which are also organizing other public sessions and debates.

Overall costs of all the participatory services are estimated as 300.000 CZK (11.000 EUR). It is entirely financed by the municipality.

### **Ethical and Legal State of the Art**

#### **Description of the Case Observed**

The analysis is applied to the platform [www.ridimricany.cz](http://www.ridimricany.cz)

#### **Personal Data Protection<sup>61</sup>**

To register, it is necessary to log on with a username chosen by a user and an e-mail address. The following data is required after registration: name and surname, telephone number, area code and address. It is possible to link process-related data to individual participants. Data stored are anonymised and can be stored forever as there is no link between voter and the output of the voting. Users data is stored only for future voting purposes subject to prior agreement in case of hard registration as in Říčany's case, with the only goal to allow the city to re-contact stakeholders for future voting. This data could or not be the property of the city, based on prior agreement. In case of soft registration, no data about users are stored except the anonymised output. D21 guarantees that data about voters cannot be used for any other purposes other than for the goal of voting, and cannot be sold to any other company or used for advertising. However, everybody can freely use the results of voting in any articles and other communications. D21 acts as the data processor and data controller, working as an independent

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<sup>60</sup> D21 is also partner of the EMPATIA Consortium.

<sup>61</sup> Section translated from Czech language. Non official translation

body, ensuring that the city cannot misuse data and use it for their own private interests. Other administrative technical third parties involved in Ricany have access only to client administration applications, where they can see only the overall results and correlations, but no raw data. The provider generally stipulates in the conditions that a client must reveal the report to the public, not only to the voters. The provider also actively promotes the need for the data to be publicly available. In some very special cases, when private companies are involved, some polls are not disclosed.

The Information on Data Management and Personal Data protection is made accessible within the Information Sheet. The latter is loose though and subject to changes in the near future. The EU cookie directive is not respected as one cannot clearly opt-out from the cookies. The right to be forgotten is claimed to be observed in the info sheet. There is a third party tracking system provided by Google Tag Manager. The latter assumes that the personal data may be transferred for commercial purposes.

### **Open Access**

D21 does not release the anonymized raw data in machine readable format to anybody, but provides reports and presentations and other services to city clients and other clients. Nevertheless, in very special cases, an agreement could be reached to release raw anonymised output to some clients, subject to prior agreement with the client and the voters.

### **Regulations and Compliance**

The Office for Personal Data Protection is an independent body set up to supervise observance of the legal obligations laid down for processing of personal data; maintain the register of notified data processing operations; deal with initiatives and complaints from citizens concerning breach of law; and provide consultancy in personal data protection.

Competence in the field of personal data protection:

- The Office's scope of authority is stipulated by the Data Protection Act (Articles 2 and 29). Moreover, the Office is vested with additional powers related to special issues and anchored in special laws.
- In developing its administrative activities, the Office acts on the Data Protection Act and the Administrative Code (Act No. 500/2004 Coll.) which is the basic piece of procedural law.

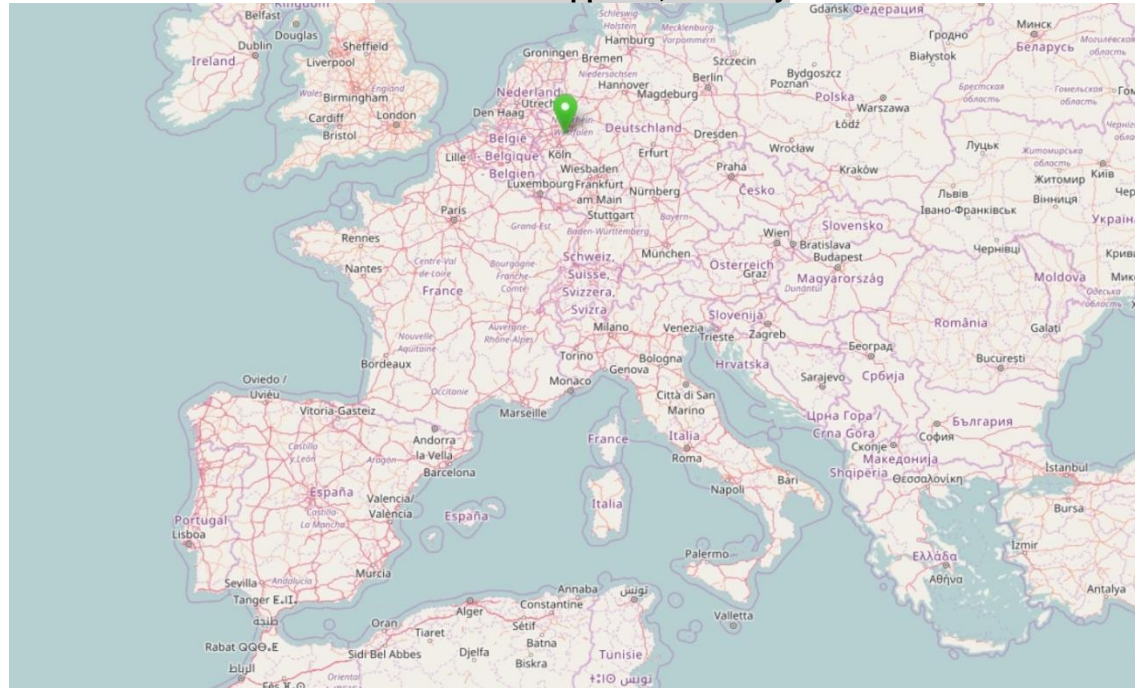
- In its supervisory activities, the Office is governed by the provisions of Act No. 101/2000 Coll. and certain provisions of Act No. 552/1991 Coll., on state control. The specimen of the identification card held by the Office's inspectors is depicted in the Government Order No. 8/2005 Coll.
- The Office administers the public administration information systems pursuant to Act No. 365/2000 Coll., on information systems of public administration.
- The Office provides information relating to its scope of authority pursuant to Act No. 106/1999 Coll., on free access to information.

There are no local regulation regarding Data Protection and Management.

## Pilot III: Wuppertal

This chapter provides an overview of the context of Wuppertal, Germany.

Table 0-23 - Wuppertal, Germany



## Socio-Economic Context

### Territory and Population

With 355.344 inhabitants, Wuppertal is the largest city and the industrial, economic, educational and cultural center of the Bergisches Land. It lies south of the Ruhr area and is the seventeenth-largest city in Germany, one of the top centers of North Rhine-Westphalia.

Wuppertal is located in the center of a polycentric Ruhr urban area in North Rhine-Westphalia. With a population density of 2,800/km<sup>2</sup> and a population of eight and a half million, it is the largest urban agglomeration in Germany, and third-largest in the European Union. Commuter in- and outflows are higher than the average in Germany. According to the information provided by the Statistical Agency of the State of North-Rhine Westfallen, every second employee commutes to work in another municipality within the federal state. In Wuppertal around 34,4% of workers come from the neighboring municipalities (areas of Solingen and Arnsberg). Around the same percentage leaves the city, primarily for Dusseldorf.

**Table 0-24 - Statistical Units Observed and Population**

	NUTS	STAT CODE	POPULATION
Germany	0	DE	81,197,537
North Rhine-Westphalia	I	DEA	17,638,098
Duesseldorf	II	DEA1	5,108,290
Wuppertal	III	DEA1A	345,425

The municipal area covers some 168.39 km<sup>2</sup>. Population Density is 2,050.3/km<sup>2</sup>, compared to NRW (NUTS I) 516.1/km<sup>2</sup>, Germany (NUTS 0) average 229/km<sup>2</sup> and EU28 average 117/ km<sup>2</sup>.

### **The urban conformation**

The advantages of the linear town are the simple traffic management, which is concentrated on the valley course and its parallels (like the A 46 on the northern slope of the valley). This makes it possible to efficiently bundle the personnel flows. The installation of a fast autonomous means of transport, such as the suspension railway and the parallel railway network, make it possible to handle bigger commuter in- and outflows.

### **Gender and Age composition**

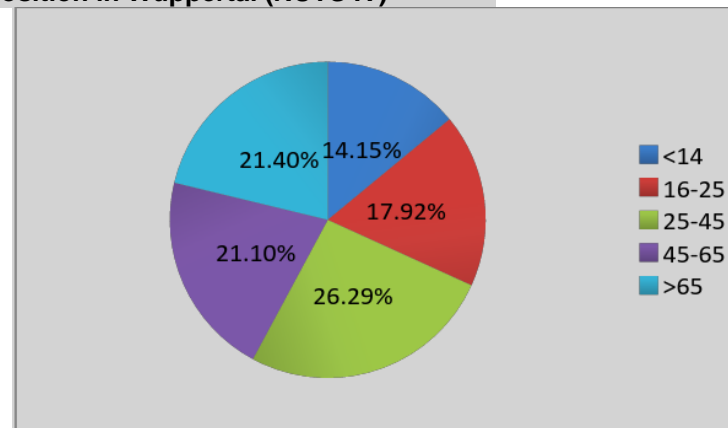
The demographic composition of Wuppertal is influenced by its commuting area and a university town nature. Regarding the structure of the population, the largest group is people aged between 50 and 64 who make up 29.2% of the population. The second largest group (25.2%)

is people aged between 30 and 49. The percentage of people aged over 65 is 21%. People aged under 14 and between 15 and 29 constitute 14.2% and 10.4% respectively. 21% of its inhabitants are retired. These percentages are in line with the national average. Wuppertal also hosts a university. Around 5.9% of the population are students.

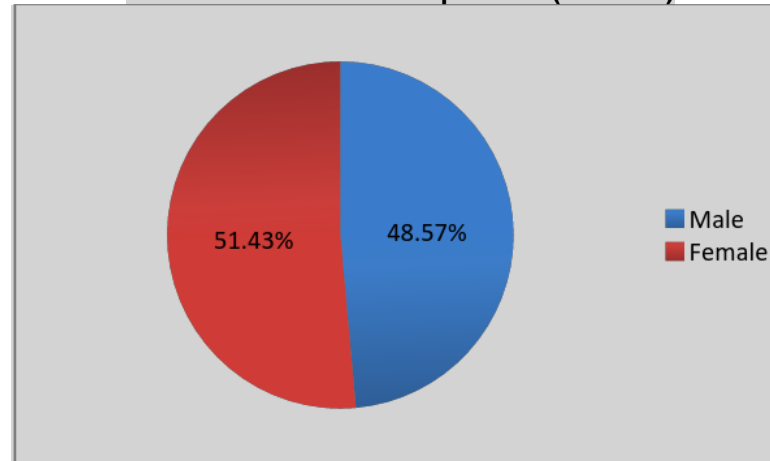
**Table 0-25 – Age Composition in in Germany and Wuppertal (NUTS I,III)**

	Germany (NUTS 0)	NRW (NUTS 1)	Wuppertal (NUTS III)
<14		13,37%	14,15%
15-29		17,53%	17,92%
30-49		26,63%	26,29%
50-64		21,79%	21,10%
>65		20,68%	21,40%

**Table 0-26 - Age Composition in Wuppertal (NUTS IV)**



The share of women is 51.2%, which is in line with the national average

**Table 0-27 - Gender Composition (NUTS IV)**


## Education, Employment and GDP

### *Education in Wuppertal: Missing data*

As for 2015 the GDP per capita was 36900 euros/per year. Compared to the national average 37,100 and to the EU28 28,800 (Eurostat 2015.).

The municipality also provides the GDP index calculated per employed person. The latter is relatively high and estimates 68546 euros.

The unemployment rate is 9.6%. 70.3% of active population is employed. Compared to the national 4.1 (70.9) end the EU28 average 8.3.

**Table 0-28 - Unemployment Rate in Germany and Wuppertal**

	Germany (BAA 2016)	Wuppertal (BAA 2016)
Unemployment Rate	5,7	9,6

## Political and Administrative Context

### Government of the City



German local government system is characterized by outstandingly broad range of duties and responsibilities implemented by local authorities. Germany has a two-tier local government system. The municipalities there serve as the lower level of self administration whilst the districts (including the district-free cities) play as the upper level integrating the municipal and the district functions.

According to The Federal Constitution of 1949, the institutions of federal level are not allowed to have representative offices on the federal state, regional or local levels, with only few exceptions. Thus, the municipalities and districts are constitutionally considered as belonging to the institutional body of the Federal State.

Both the state and self-administration functions are integrated at the local level. This represents the key characteristic of the German administrative practice which centralizes legislation at the federal level, whilst public administration and implementation is delegated to the Federal States and especially to the municipalities. Currently, the main area of responsibility of local governments is welfare policy, the building and housing policy, urban planning and public transport. We have to, nevertheless, take into consideration that a significant part of local services are not provided by public agencies, but provided by non-public organisations.

The city administration (die Stadtverwaltung) is responsible for budget implementation, while the City Council (die Stadtrat) is running the budget approval process. There are several parties at the city council. However, the government is rather strong. CDU and SPD together hold 56.7% of seats. They also form the coalition. The City Mayor, der Oberbürgermeister, is elected from SPD. The voting turnout during the last municipal elections was 45%.

Christian Democratic Union (CDU) is a Christian democratic and liberal-conservative political party representing the centre-right spectre. The Social Democratic Party (SPD) is a social-democratic political party. SPD and CDU form a coalition in the City Council. Even though they also form The Union coalition in the Federal Parliament of Germany since 2013, at the level of the State Parliament, SPD forms a government together with the Greens since 2012.

In North-Rhine Westphalia, the Mayor is elected for six years and the council for five years. The mayor, elected by the Council, only assumes the presidency of the Council. The administrative activities were carried out by the chief administrative officer (der Stadtdirektor) who is also elected by the Council on its behalf (purely implementing activity). Representatives at the municipal level, are not organs of the legislature, even if they create executive legal norms in the form of statutes they still belong to the executive branch.

### **Budgetary Procedure**

Within the highly decentralized federal system of Germany, the municipalities, the districts as well as the cities are defined constitutionally as institutions of local government or “local self-administration”. This signifies the right of the municipalities and districts “to attend all matters relevant to the local community in their own responsibility within the frame of the existing legislation” (Art. 28, paragraph. 2 Basic Constitutional Law).

According to §§ 78, 79 of the Municipal Code of North Rhine-Westphalia, the municipality has to decide on the financial regulation including budget in the course of one fiscal year. The budget includes all the incomes and expenditures necessary for the fulfillment of the tasks of the municipality, all expenses and disbursements to be made, the investments and necessary commitment appropriations.

The City Administration (die Stadtverwaltung ) is the institutional body which is in charge of Budget approval. The City Council (der Stadtrat) is responsible for Budget elaboration.

### **Budget insights**

In 2016 the overall value of the budget was 1.257.296.473 euros. The value of the current expenditures is 1.268.817.661 euros. The value of the investments is 1.257.296.473 euros. The double budget 2016/17 is the first balanced budget in 25 years. Thus the total Indebtment of the entity according to the Budgetary Plan for 2016 and 2017 is zero. No additional fees and tax increases or subsidy reductions are planned.

**Table 0-29 - Budget Value in Wuppertal**

Budget Value	1.257.296.473 EUR
Current Exp.	1.268.817.661 EUR
Investments	1.257.296.473 EUR

In Germany, the local governments' expenditures are financed both by tax revenues and by distribution of Federal State governments. Even though the local governments execute a broad range of duties they are severely limited in available options by restriction set on the National and Federal State levels. Within the "revenue sharing system", the local governments cannot decide on the purchase and income tax levied by the National and Federal governments.

### **Financial Dimension of PB**

The PB allows citizens to bring proposals on the entire budget; permits suggestions on all areas without designating funds in advance. The PB works mostly with expenditure as well as cost-saving measures. It is designed to enable citizens to advise both on investments and consolidation actions.

## **Participatory Context**

### **Democratic Innovations**

The city of Wuppertal has been offering citizens' participation in various areas for many years and is regularly testing new forms of participation. The city has a well organized and funded basis for democratic innovations. There is also a competence network initiative organized by a group of citizens promoting the idea of PB in the region since 2009. The citizens' competence network is part of the "Ideenwerkstatt Wuppertal", which is committed to "citizen-initiated, oriented and controlled urban and regional development". The online platform buergerhaushalt-wuppertal.de was launched as the first step towards a self-initiated participatory budget. On the website, interested citizens find information about events on the topic of participation, about the competence network itself and a collection of questions and answers on the budget of the city of Wuppertal.

#### **1) Participatory Budgeting**

There used to be several platforms for PB in Wuppertal during its previous edition in 2011-2014. Citizens get informed and can also contribute directly to budget planning for savings, income and expenditures through proposals. The participation is made exclusively via the Internet. The separate platform was active for the cycle of 2014/2015

Website: [haushalt.wuppertal.de](http://haushalt.wuppertal.de)

## 2) Unser Elberfeld

Apart from the PB, the city of Wuppertal has launched another participatory platform. The aim is to plan and develop Elberfelder borough through an intensive dialogue with the local actors and the Wuppertal public. A joint action roadmap which takes into account the future requirements and opportunities of the neighborhood beyond the everyday context is to be developed. On this page one can find some background information on the city planning and dialogue process as well as important links and documents to download.

Website: [unser-elberfeld.de](http://unser-elberfeld.de)

## 3) Leitlinienentwicklung

The aim of the platform is to set up and develop guidelines for citizens' participation in which these issues are to be regulated in Wuppertal. This means that both citizens, as well as politicians and administrators discuss some experiences already gained to make citizens' participation fit for the future.

Website: [leitlinien.wuppertal.de](http://leitlinien.wuppertal.de)

## **Governance of Democratic Innovations**

The Administrative Body in charge of process delivery is The Department for Citizen Participation (Das Dezernat für Bürgerbeteiligung). It implements the following duties:

- Counseling and support for citizens, politics and administration
- Further development and continuation of participation (development of the guidelines)
- Establishment of an all-party participatory culture
- Networking with local, regional and interregional initiatives, stakeholders and networks

Since the PB is depoliticized, there is no political figure responsible for it.

## **Legal Framework for the DI**

The official act that which regulates the procedure of PB is the § 26 of the Municipal Code of North Rhine-Westphalia (GO NRW). It prescribes some general rules for organizing the participation process on the level of municipalities. At the same time, the City Council has enough space for maneuvers to change the "rules of the game". Besides, there is no official act that makes outcomes of PB binding for Public Policy makers. By creating a document on the participation platform a user gives the operators a simple, temporally and spatially unlimited and gratuitous right to post at the forum and to use the proposals in a structured way for discussion in the committees and the City Council. Citizens are entitled to add proposals, discuss on and rate them. They are also welcome to provide the municipality with the feedback also in different forms. The final decision on the implementation is granted to the city council. Though there is no separate accountability provided. The PB is used here "to sensitize administrators and policymakers to the needs and wants of citizens" (Sintomer and al., 2014b). Overall costs of all the participatory services, including E-Government, is estimated in the Budget as 2.287.273 euro for two years. Accordingly, it is entirely financed by the City of Wuppertal.

## **Ethical and Legal State of the Art**

### **Description of the Case Observed**

The analysis is applied to the platform <http://haushalt.wuppertal.de> which have been used to manage the past editions of PB until 2014.

### **Personal Data Protection**

To register, it is only necessary to log on with a username chosen by a user and an e-mail address. dsfs

The e-mail address is never published on the platform. The following data is required after registration: age, gender and place of residence. It is not visible to other users and serves exclusively for statistical purposes. The further details (first and last name, place of birth, profile pictures, links with user accounts on other platforms) are to be provided on a voluntary basis. Votes and evaluations are published in an anonymous aggregated form without a conclusion on one's voting behavior. The personal Data is protected with anonymization through open standards. The explicit consent about every step of data collection is required. Apart from that, the municipality runs trainings, workshops and seminars for the participants to learn principles of data protection. The Information on Data Management and Personal Data

protection is made easily accessible within the Information Sheet. The EU cookie directive is respected as one can clearly opt-out from cookies. The right to be forgotten is also observed. There is a third party tracking system provided by Piwick. The latter provides open source, dynamic analytics and does not transfer data for commercial purposes. The main purpose of data collection is the socio-demographic analysis, yet no reference to individual participants can be drawn from the analysis results. The data is stored separately from the participatory application. The processor of the data is a third party company ontopica GmbH, which is responsible for planning, implementation and moderation of the platform. The controller of the data is the City of Wuppertal. The representative appointed by the Mayor

### **Open Access**

The aggregated anonymized data is published at [www.offenedaten-wuppertal.de](http://www.offenedaten-wuppertal.de).

### **Regulations and Compliance**

There is a system of regulations enforcing locally the Data Protection. First of all, the website is created in accordance with the provisions of the Telemedia Act (TMG). The processing of personal data is also based on the Telemedia Act. Second, the City of Wuppertal is subject to the Federal State Data Protection Act (DSG NRW). The third party involved in the implementation of the process is subject to the Federal Data Protection Act (BDSG). The Federal State Commission for Data Protection and Information Freedom of North Rhine-Westphalia (Landesbeauftragte für Datenschutz und Informationsfreiheit NRW) is the authority which oversees over controversies regarding the enforcement of Data Protection and other relevant ethical issues. It explicitly shows that the data protection strategies are compliant with local, national and international regulations. The data is passed on to third parties without a user's consent only in case of the legal obligation. In this case, §§ 14-17 DSG NRW shall apply, unless special regulations exist. § 9 DSG NRW applies to the setup of automated retrieval procedures.

## **ANNEX D Platform Analysis (Intro + Questionnaire + Results)**

*This Annex reports the early results of the SEL analysis of a sample of sixteen collaborative platforms currently used in the management of PBs in Europe, Latin America, Canada and United States. The analysis of the SoA of ethics in collaborative platforms for PB has been pivotal in defining the ethical guidelines for EMPATIA pilots during the first year of the project.*

*The analysis focuses on the state of the art and aims to collect input and define ethical standards to be adopted in the deployment of EMPATIA. The Annex is divided in three parts. The first one introduces the topics and describes the methodology adopted for the analysis. The second one includes a summary of the main findings of the preliminary analysis. The third one includes the model of the evaluation framework used to survey the*

## **Sample of Analysis**

There are dozens of Collaborative Platforms currently being used to design and manage Democratic Innovations, including PB ones. Sometimes it happens that existing Content Management Systems (general purpose platforms) as Drupal or Wordpress are customized to meet the needs of DIs. In many cases, specific platforms are developed.

For the purposes of the SEL analysis we decided to select a limited sample among them, because a complete mapping of all the platforms in use would have been an impossible task to achieve in time for the completion of the project. The list of chosen platforms aims to represent the greatest variety of digital tools already in use. In order to narrow down the list, we have taken into account the country of development, the main language, the budget, the presence of a grant to fund the development, the typology use of platform (PB, consultation, voting and more), and the type of deployment (custom platform for a single use case, closed source or open source platforms for many use cases). We have selected sixteen digital platforms. In this deliverable we present the preliminary results for eight of them:

9. Citizen Budget <http://citizenbudget.com>
10. Paris In-house platform <https://budgetparticipatif.paris.fr/bp/>

11. Consider.it <https://consider.it/>
12. Consul <https://github.com/consul/consul>
13. Liberopinion <https://liberopinion.com/>
14. Partecipare/WMOP <https://partecipare.io/>
15. Loomio <https://www.loomio.org/>
16. Your Priorities <https://yrpri.org>

## Framework of the Platform Analysis

Regarding the framework of the analysis, we reviewed existing literature and research projects on digital platforms for DIs management, but we could not find a consistent list of common and accepted standards to use as a reference. Furthermore, there are no assessment parameters defined in the literature taking into account the Social, Ethical and Legal aspects in a correlated manner. Some analysis focus only the usability from a theoretical or technical point of view, others focus only on the actual use, disregarding the Policy for Personal Data Protection. Design of Graphical User Interfaces (GUI) for a better User Experience (UX) has been becoming progressively crucial for the success of web platforms. For example, a reference book for web usability is “Don’t Make Me Think, Revisited: A Common Sense Approach to Web Usability”, by Steve Krug<sup>62</sup>. In this guru-design approach, there is no place for any real Personal Data Protection.

Apparently at the far end, we can refer to the global leader platform for e-voting, Scytl.com,<sup>63</sup> as a modular, closed source platform based in Barcelona and used by hundreds of institutions worldwide, ranging from the EU parliament, to USA states, to cities in different continents. The core feature of the platform is to provide a voting system without any flaw, in which the personal identity of voters and their data are

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<sup>62</sup> S. Krug, *Don’t Make Me Think, Revisited: A Common Sense Approach to Web Usability*, Voices That Matter (Pearson Education, 2013),

<sup>63</sup> <http://scytl.com>



absolutely protected by any intrusion. To do this, they sell a complex cryptographic system, embedded in a closed source software that neither voters or institutions can possibly control or assess it. Pioneers in e-voting security, founders and collaborators of ScytI have published 25 academic papers in peer-reviewed journals. Yet, this example, does not meet the EMPATIA principles about multichannel participation. In order to check the applicability of the EMPATIA principles, we decided to start from scratch, narrowing down a first questionnaire draft of roughly sixty questions.

The main focus has been to conduct the analysis without the necessity of interaction with human agents (*e.g.* developers, managers, sellers, civil servants, final users or others). All data have been deducted from the analyzed platforms as it is presented to the end user, through the same front end interfaces used by participants tested in actual case or in demo versions.

On one hand, this approach allows us the accumulation of data scientifically relevant for comparison with the functionalities of EMPATIA platform. For example, we did not ask human agents if they feel their personal data have been protected during the collaboration process. Instead, we look at the presence of trackers within the analyzed platforms.

On the other hand, these same data can be compared with the features, strength and weakness that will emerge from the interviews conducted in person with the DI users and proponents. If directly asked, we can be quite sure that in a potential interview with a Mayor of a city where PB is taking place, or a civil servant in charge for the management of the participatory process, can speak about how much they care about citizen's data protection. In the same interview, speaking of figures, which are normally presented as good results, the same persons can present how many 'likes' the Facebook project page collect. From the point of view of data protection, this is clearly a contradiction, because Facebook it is not at all compliant with the level of data protection we recommend for EMPATIA. We would like to stress this point, which will be taken up in the early results discussion (following sub-chapter): to claim a quality or a feature during an interview does not mean that very quality-feature it is implemented into the platform, nor that the final users perceive and understand that as a quality-feature.

The first draft of the platform analysis including all the data is reported in the Annex C. It includes, for every platform:

- a brief description, including the most relevant features;

- some screenshots to account the login process and others relevant interactions;
- the results of the questionnaire itself.

The questionnaire (Annex B) consists of four sections, one related to the ID management of the different cases, the others addressing the three identified pillars of the analysis, according to the SEL model. In details we have:

1. ID. Where and if possible, we distinguish the platform itself from the analysed case, assign an ID number, indicate if any grant has been given
2. Methodological/functional. The Social legs, in this context, means in fact the study of the possible deployments (if present), of the involved technologies and of the provided features, matching or not the EMPATIA components list.
3. Ethical approach: standards. The Ethical analysis in this context aim to assess the level of compliance with Intellectual Property Right standards (informed consent, availability of TOS and level of understandability, typology of licence), with the Privacy Standards (collected data, right to be forgotten, etc.), with a list of security features in order to ensure Privacy & personal data protection, with the established Open Access features
4. Legal: level of legal autonomy, also depending on the different deploymen

The full questionnaire is included in the Annex B.

## Early Results

### Structure and Grammar of Policies on Privacy, ToS and IPR

None of the analyzed platforms fully meets the SEL criteria established by EMPATIA principles (Chapter 2). Some platforms don't have any explicit Privacy Policy. In many cases the Privacy Policy is embedded in the Terms of Use, which makes it harder to find the required information. The license is indicated in all the Open Source software platform, even if in many cases is not easy to find the original license.

The language is often weighed down and made difficult to understand by the use of legal jargon and by the reference to legal texts and regulations (national, municipal, international). This is particularly true for ToS. It is not enough to provide them, they have to be accessible and comprehensible. “I have read and agree to the Terms” is a well-known refrain for every web user, but in fact the most common behaviour is to flag everything without reading nothing. It goes without saying that is impossible to agree with something that is incomprehensible even if read.

### **We recommend:**

- the separation between Privacy Policy and Terms of Use. Both has to be clearly indicated and opt-in, in every page of the platform, by different links. If possible, the opt-in should be provided during the first user login.
- the use of a non-legal jargon to present these documents. The links to the original legal texts can be provided from human-readable landing page. Different levels of documentation can be provided, by short videos (see Loomio for tutorials), written documentation in accessible language, technical manuals.

## **Transparency: Making Consent Actually Informed**

We noted a particular lack on information regarding the collection of user data. Every single analyzed platforms collect data about users without a clear informed consent (opt-in consent in plain language), although the landscape is quite varied.

Out of eight platforms, only one, <https://budgetparticipatif.paris.fr/bp/> is compliant with the EU cookie directive (clearly opt-out possibility from cookie 3d party tracking at first user's visit). In most of the cases no information at all is provided about trackers. It is worth noting that 3rd party software is used in every platform in order to provide some core component (authentication and analytics above all). The use of these 3rd party software implies one or more trackers for everyone. Moreover, these software has different licenses with respect to the licensing of the platform, thereby invalidating the commitment to the protection of personal data of users – if present.

We report two cases as example, both of PB platform, the first closed source, the second open source.

### **1) Participare – <https://www.participare.io/>**

The Portuguese-based closed source platform Participare – <https://www.participare.io/> use UserVoice to provide FAQ, documentation and user feedback interaction tools: <https://participare.uservoice.com/>. We do not believe that this company facilitates or engages in 3rd party interest-based advertising. However, the privacy policy claimed by this San Francisco (CA) based company is most likely different from the Participare by ChangeTomorrow, a Portuguese-based company. It is known that the legislations consider in different ways the various types of collected data collected. In Europe, the data for the IP addresses of users are considered "PII" (Personal Identified Information), while in the US are considered "pseudonymous". UserVoice collect these kind of information. Unfortunately it was not possible to verify this reasonable assumption, because the Participare privacy page is unreachable <https://participare.io/privacy> .

## 2) **Loomio – <https://loomio.org>**

The free and open source platform Loomio – <https://loomio.org> takes very seriously the issue of Personal Data protection. This is the only, happy case in which the policy regarding 3d party software is disclosed, by providing a link: [https://loomio.gitbooks.io/manual/content/en/third\\_party\\_services.html](https://loomio.gitbooks.io/manual/content/en/third_party_services.html) If we delve a little, by following the provided links, we may read for example the Intercom 3rd party software and tracker privacy policy <https://www.intercom.com/privacy>. We believe this company facilitates or engages in 3rd party interest-based targeting. Loomio is a New Zealand based platform, Intercom is a San Francisco (CA) based company, providing a CRM (Customer Relationship Management) for the little Loomio. Intercom collect some Anonymous data: Browser Information, Cookie Data, Date/Time, Page Views and some Pseudonymous data: IP Address (EU PII). Loomio provide excellent documentation for helping users – videos and animations are very insightful. However, these tutorials are posted on Youtube. On one hand, this made easier to find the information itself; on the other hand, the user has to read and agree to Youtube ToS and privacy policy, which is quite the opposite than the Loomio one.

### **We recommend:**

- the hosting of every part of the core and the admin components on servers under a single European country in order to avoid possible legal issues and complications

- the publication of the FAQs, of manuals and documentation, of the source code in the case of free and open source platform, on a website directly managed by projects partners following the consortium Agreement. Replication of these data can be useful, also on commercial platforms, but it is crucial to preserve the integrity of the original data. Any other option, including the publication of open source repositories such as github.com – which is the case for every FLOSS platform analyzed – implies the multiplication of ToS, privacy policy and licenses the user has to read and agree with.

Below is the detailed questionnaire used to deliver the platform analysis.

## 1. ID

- 1.1. ID
- 1.2. Platform name
- 1.3. Case observed
- 1.4. Grant type, if any

## 2. Methodological/functional<sup>64</sup>

- 2.1. What kind of deployment is it possible?
  - SaaS (Software as a Service)
  - All-in-one (Local install, cloud install, virtualization)
  - Single/Chosen components (e.g.: only Authentication component)
- 2.2. What level of tech skill are required for every kind of deployment? (U = user, M = manager, A = admin)
  - SETUP difficulty (only for manager and admin)
  - web access / login
  - component choice
  - component and overall configuration
  - setup external tools
  - write code
  - or customization possible
- 2.3. What are the software languages / technologies involved?
- 2.4. What kind of OS is supported / used? (server side, the user side interaction works over web)
- 2.5. What kind of web server is supported / used?
- 2.6. What kind of functions are delivered through the platform, with respect of EMPATIA components?
- 2.7. Core components (referred to the list of EMPATIA's components as described in D2.1 – Platform Architecture)

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<sup>64</sup> Section 2 replaces the “social” analysis that is obviously not applicable to the case of the tools analysed. The results of the methodological/functional analysis will be reported in the Deliverable 2.3 – Platform Architecture – final. We report the full questionnaire here for transparency and accountability reasons.

- Analytics
- Authentication
- Community Building (CB)
- Content Management System (CMS)
- Design
- Events
- Kiosks
- Monitoring
- Notify
- Open Data:
- PAD
- Vote
- Questionnaire
- Admin Components:
  - E-Tools
  - Files
  - Logs
  - Orchestrator
  - WUI

### 3. Ethical approach: standards

#### IPR

- 3.1. What is the license?
  - 3.1.1. If open source, where the code is published?
  - 3.1.2. Where and how the software license is published?
  - 3.1.3. License accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)
- 3.2. Is it present any 3d party software provided with a different licence within the core platform features?
  - 3.2.1. If any, what is its purpose?
  - 3.2.2. If any, what is the licence?

- 3.2.3. If open source, where the code is published?
- 3.2.4. If closed source, additional remarks?
- 3.2.5. Other, specify
- 3.3. Is there any difference based on the chosen deployment?

#### Privacy & Personal Data Protection

- 3.4. There are Information Sheets about the platform collected and mined data?
- 3.5. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?
- 3.6. There is explicit informed consent request?
  - 3.6.1. Where is it published?
  - 3.6.2. Level of understandability, 1-5 (1 = only tech&legal experts; 5 = every literate folks)

#### Information Sheet/Terms of Use Analysis

- 3.7. List of Data collected
- 3.8. Metadata e standard
- 3.9. Archiving and Preservation
- 3.10. Third Parties procedures
- 3.11. Is there any provided procedures to comply with the right to be forgotten?
- 3.12. What kind of data are automatically collected through 3d party trackers?
- 3.13. Security features in order to ensure Privacy & personal data protection (security standard compliance)
- 3.14. Double-step authentication YES/NO
- 3.15. HTTPS support YES/NO
- 3.16. Password recovery YES/NO
- 3.17. OAuth standard YES/NO

#### Open access

- 3.18. Accessibility standard (1-5)
- 3.19. Data are exportable?
- 3.20. Social media interaction?
- 3.21. API availability?



- 3.22. Ethical principles?
- 3.23. Additional remarks

#### 4. Legal

- 4.1. What level of legal autonomy has the platform?
- 4.2. Are there any difference depending on the deployment type?

## Platform analysis results

### Chapter Summary

#### Cases observed:

• Your priorities	229
• Loomio	238
• Citizenbudget	247
• Liberopinion	254
• Budgetparticipatif.paris.fr/bp/	262
• Consider.it	270
• Participare	281
• Consul	282

#### 3d parties trackers detailed analysis

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### Your priorities

It is a FLOSS (Free-Libre Open Source Software) cloud-based platform developed by the non-profit Citizens Foundation Iceland, <http://www.citizens.is/> the code can be freely downloaded and customised <https://github.com/rbjarnason/your-priorities-app/#developed-by-the-non-profit-citizens-foundation-iceland>

In their word, “Your Priorities is an eDemocracy web application designed by the non profit Citizens Foundation to help groups speak with one voice.”

Users can create a community, make proposals, discuss them, vote (up or down), share ideas.

#### Strenght:

- very innovative design and web technologies involved. For example, Your Priorities use Active Citizen, an open source library, API and UI for activity streams and notifications using machine learning to recommend content to users.
- advanced editing of user profile and notifications
- TOS are clearly visible in every page (click on the “?” in the up right corner)

#### Weakness:

- Help doesn't work.
- The overall interface, logic and setup process requires a non trivial level of technical expertise

Login Credentials: <https://demo.yrpri.org/community/123> karlessix@gmail.com / bazzecol4

Analyzed Features	
ID	
Platform name	<ul style="list-style-type: none"> <li>Yrpri.org</li> </ul> <b>Your Priorities</b>
Case observed	<a href="https://demo.yrpri.org/community/123">https://demo.yrpri.org/community/123</a>
Grant type, if any	NONE
a) Methodological/functional	
1. What kind of deployment is it possible?	<ul style="list-style-type: none"> <li>SaaS (Software as a Service)</li> </ul>

<ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>	<ul style="list-style-type: none"> <li>• All-in-one (Local install, cloud install, virtualization)</li> </ul>
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul> <p><b>or customization possible</b></p>	<p>U-A-M: basic web knowledge</p> <p>SETUP:</p> <p>A (docker container)</p> <p>M (github deployment)</p>
<p>3. What are the software languages / technologies involved?</p>	<ul style="list-style-type: none"> <li>• Cowboy - Framework Web</li> <li>• Web Server - Express</li> <li>• Framework Web - Web Server</li> <li>• Google Analytics UA - Analytics</li> <li>• Erlang - Linguaggio di Programmazione</li> <li>• Node.js - Linguaggio di Programmazione</li> <li>• Polymer - Framework JavaScript</li> </ul>
<p>4. What kind of OS is supported / used? (server side, the user side interaction works over web)</p>	<p>Theoretically, any OS supported by the express.js simple web server, in strong development (based on node.js foundation), the rights were acquired by IBM in sept 2015</p>

5. What kind of web server is supported / used?	Cowboy – express.js
<p>6. What kind of functions are delivered through the platform?</p> <p>Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<p>Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Events (integrated in CMS)</li> <li>• Notify</li> <li>• PAD</li> <li>• Vote</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• Files</li> <li>• Logs</li> <li>• WUI</li> </ul>
<b>b) Ethical approach: standards</b>	

IPR (intellectual Property Rights)	
1. What is the licence? 1.1 If open source, where the code is published?	<ul style="list-style-type: none"> <li>• BSD, not clearly stated which version</li> <li>• The code is published on github</li> </ul>
2. Where and how the software licence is published? 2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)	<ul style="list-style-type: none"> <li>• Only a part <a href="https://github.com/rbjarnason/your-priorities-app/blob/master/LICENSE.md">https://github.com/rbjarnason/your-priorities-app/blob/master/LICENSE.md</a></li> <li>• 3 (not linked the original licence, unclear)</li> </ul>
3. Is it present any 3d party software provided with a different licence within the core platform features? 3.1 If any, what is its purpose? 3.2 If any, what is the licence? 3.2.1 If open source, where the code is published? 3.2.2 If closed source, additional remarks? 3.2.3 other, specify	<p>YES, Google analytics (demo live version)</p> <p>no further details</p>
Is there any difference based on the chosen deployment? 4.1 If any, repeat the point 1-3	NO
Privacy & Personal Data Protection	
5. There are Information Sheets about the platform collected and mined data?	NO
6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)? <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a>	NO

<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p> <p>7.3 Information Sheet (TOS) Analysis</p> <ul style="list-style-type: none"> <li>List of Data</li> <li>Metadata e standard</li> <li>Archiving and Preservation</li> <li>Third Parties</li> </ul>	<ul style="list-style-type: none"> <li>NO, but by logging in you Agree to the TOS, accessible by clicking the Question mark icon in the top right menu bar (refer to the initial TOS)</li> <li>N/A</li> <li>5</li> <li>N/A</li> <li>N/A</li> </ul>
8. Is there any provided procedures to comply with the right to be forgotten?	None
9. What kind of data are automatically collected through 3d party trackers?	Analytics by Google
<b>Security features in order to ensure Privacy &amp; personal data protection</b>	
Double-step authentication	YES, by default
HTTPS support	YES, by default
Password recovery	YES, by email
OAuth standard	YES, FB
Open access	
10. Accessibility standard (1-5)	5 – NONE
Data are exportable?	Unclear

Social media interaction	YES
API availability?	NO
Ethical principles?	YES implicit, into TOS
Additional remarks	
c) Legal	
What level of legal autonomy has the platform?	UNCLEAR, servers are in Ireland. Needs further analysis
Are there any difference depending on the deployment type?	N/A

### Your Priorities TOS

#### Terms - Users

By using Your Priorities eDemocracy websites you promise the following:

- Information given about yourself is correct and you alone can receive and read email sent to the email address you supply.
- You take full responsibility for any content you add to the website and that others will not be able to use your account.
- Please respect all copyright when uploading images.
- You will be courteous and endeavor to keep your submissions on this website objective and factual.
- Content you add to this website is free for others to use, distribute, change and add to.
- You will obey the laws of your country on this website.
- You will not publish advertisements or spam users of this website.
- You will not use this website to make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or harm minors;
- You will not use this website to to impersonate or bully others nor in any way threaten or persecute other users or publish misleading or malicious content.
- You will not upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will inform the administrators if you see content that breaks these rules by clicking the notification triangle icon.
- You will only create and use only one user on this website.
- You will not collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

- You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. You acknowledge, consent and agree that the Citizens Foundation may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
- Comply with legal process
- Enforce the rules
- Respond to claims that any content violates the rights of third parties
- Respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Citizens Foundation, its users and the public.

We promise to

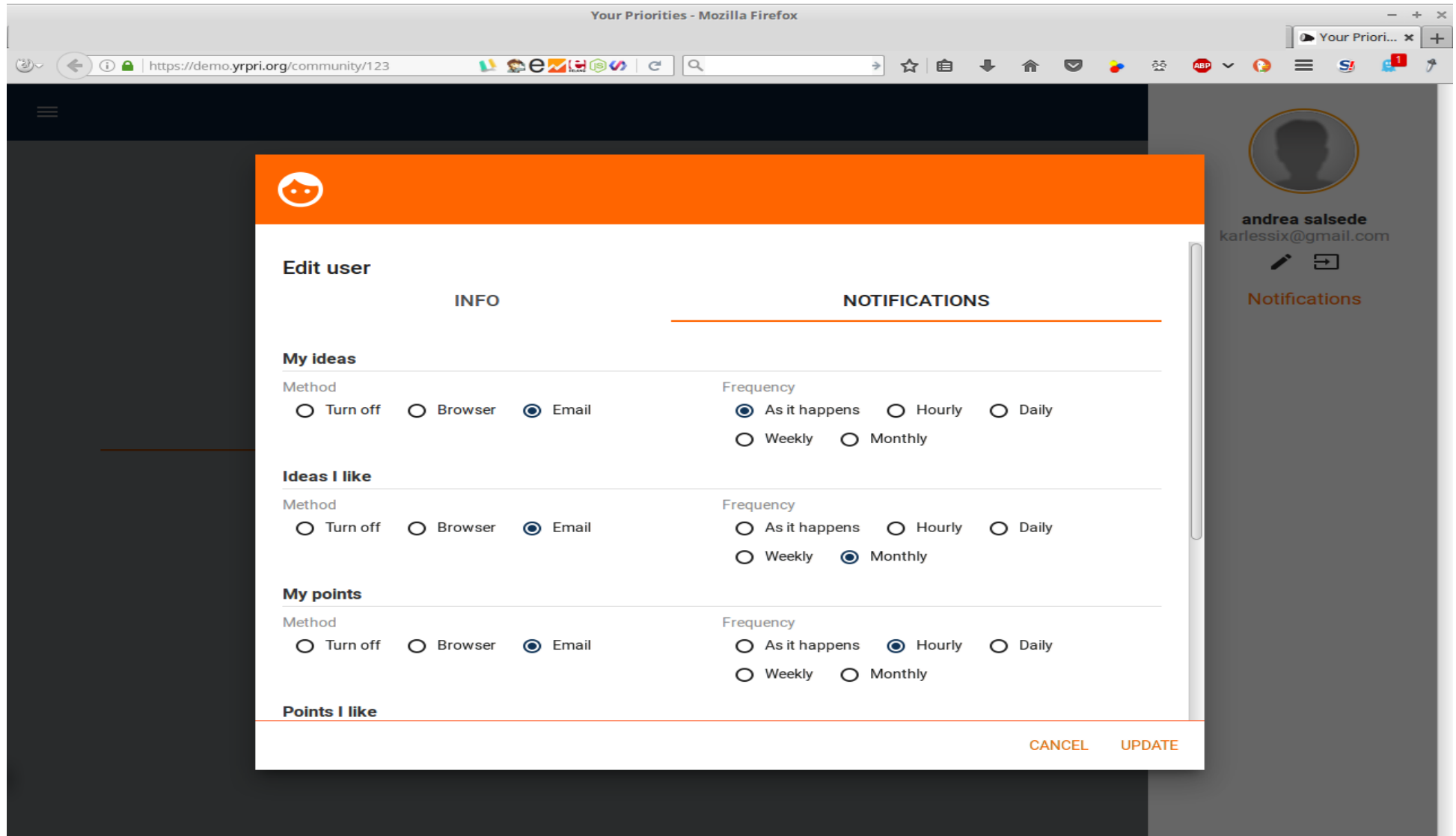
- Do our best to make this website stay open and fully functional.
- We will not divulge to others data about users that is not publicly available on this website without a court order.

We reserve the right to

- Respond to all violations of those rules or local laws in any way needed, including removing content and reporting to the authorities.
- Close accounts of users that repeatedly break these rules. With every violation a user gets sent an email and on the fourth violation the user is banned from the system.
- Change these rules without prior notice. We will send an announcement of such changes in email to the email address that you have registered with us.

Party responsible for Better Iceland is  
Citizens Foundation (Íbúar Samráðslýðræði ses)  
<http://citizens.is> kt. 601210-1260  
Vegmúli 2 108 Reykjavík S: 8978229  
[citizens@citizens.is](mailto:citizens@citizens.is)





## Loomio

«Loomio is a place for your group to make decisions together.»

Loomio is a FLOSS (Free-Libre Open Source Software), built by a worker-owned cooperative social enterprise. The platform developer are based in Aotearoa New Zealand, and are part of the Enspiral Network.

Loomio is released under a GNU AFFERO GENERAL PUBLIC LICENSE. Three plans are possible through the loomio.org website:

1. Free: Donation supported plan for community groups.

- one group
- unlimited members
- unlimited decisions

2. Standard

**\$19/month**

Everything you need for one group.

*Everything in Free, plus:*

- **Slack** integration
- custom subdomain,  
e.g. **yourgroup**.loomio.org

Pro - **\$99/month**

For organisations with multiple groups.

*Everything in Standard, plus:*

- up to 10 groups
- premium support
- help with initial setup
- analytics reports
- Csv Export

Custom configuration and further development are possible via the contact webform on the website.

Features includes:

- **Gather**

Bring together the right people and the right information. Accessible, easy to use, customisable, with fine-grained options for privacy and security.

- **Discuss**

Have clear, on-topic conversations. Stay on track, surface the right information, and filter the noise. It's a dedicated space for constructive collaboration.

- **Propose**

Visual summaries make it easy to quickly understand where everyone stands, and why. If you agree, find out fast. Or hone directly in on the crux of the issue and start building shared understanding.

- **Decide and Act**

Achieve a clear outcome for every proposal, within the timeframe you set. Everyone gets notified of the results, so you can move forward and take action together.

The login process to start a new group (free plan) is very simple, in 2 steps (see screenshot):

1.

- a) Group name
- b) Group description
- c) Your name
- d) Your email

it is clearly stated:

«By starting a group, you agree to Loomio's terms of service.», hosted on the gitbooks.io website  
[https://loomio.gitbooks.io/manual/content/en/terms\\_of\\_service.html](https://loomio.gitbooks.io/manual/content/en/terms_of_service.html)

2. verify email account, by following the provided link

insert a password

it is possible to login also with a third-party account: Facebook, Google, Twitter and Github

that's it. The user is prompted to the new loomio.org website where all the features are provided. A loomio introduction tutorial is presented in first place, hosted on a Youtube free access account [https://www.youtube.com/watch?v=KS-\\_g437VD4](https://www.youtube.com/watch?v=KS-_g437VD4) .

## strenght

- privacy level and information
- free and open source affero license

- vote: agree, disagree, abstain, block (+ explanation). Changeable until proposals are open
- Oauth (FB, Google, Twitter, Github)
- case use are well explained <https://blog.loomio.org/category/stories>
- different deployments are possible

#### weaknesses

- trackers and 3d parties has different Policies about data protection

Analyzed Features	
ID	
Platform name	<ul style="list-style-type: none"> <li>• Loomio.org</li> </ul> <b>Loomio</b>
Case observed	<a href="https://www.loomio.org/g/Rhc7JX90/empatia">https://www.loomio.org/g/Rhc7JX90/empatia</a>
Grant type, if any	NONE
a) Methodological/functional	
1. What kind of deployment is it possible? <ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>	<ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> </ul>
2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager) SETUP, difficult, only for admin and manager <ul style="list-style-type: none"> <li>• web access / login</li> </ul>	U-A-M: basic web knowledge SETUP: A (docker container)

<ul style="list-style-type: none"> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul> <p><b>or customization possible</b></p>	M (github deployment)
<ul style="list-style-type: none"> <li>• 3. What are the software languages / technologies involved?</li> </ul>	<ul style="list-style-type: none"> <li>• CloudFlare – CDN (only for the SAAS deployment)</li> <li>• AngularJS - Framework JavaScript</li> <li>• HTTP/2 - Miscellaneous</li> <li>• Nginx - Web Server</li> <li>• YouTube - Player Video</li> <li>• Angular Material - Framework Web</li> <li>• Intercom - Analytics</li> <li>• Moment.js - Framework JavaScript</li> <li>• New Relic - Analytics</li> <li>• jQuery -Framework JavaScript</li> </ul>
<p>4. What kind of OS is supported / used? (server side, the user side interaction works over web)</p>	<p>Theoretically, any OS supported by the nginx web server/reverse proxy, which are: GNU/Linux OS and UNIX-like, including BSD and Apple OSX; any MS Windows and Solaris OS</p>
<p>5. What kind of web server is supported / used?</p>	<p>Nginx</p>
<p>6. What kind of functions are delivered through the platform?</p> <p style="text-align: center;">Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> </ul>	<p style="text-align: center;">Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> </ul>

<ul style="list-style-type: none"> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Events</li> <li>• Notify</li> <li>• PAD</li> <li>• Vote</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• WUI</li> </ul>
<b>b) Ethical approach: standards</b>	
IPR (intellectual Property Rights)	
1. What is the licence? 1.1 If open source, where the code is published?	<ul style="list-style-type: none"> <li>• Open source GNU Affero General Public License (AGPL)  <a href="https://www.gnu.org/licenses/agpl-3.0.en.html">https://www.gnu.org/licenses/agpl-3.0.en.html</a></li> <li>• The code is published on github</li> </ul>
2. Where and how the software licence is published?  2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)	- <a href="https://github.com/loomio/loomio/blob/master/LICENSE.txt">https://github.com/loomio/loomio/blob/master/LICENSE.txt</a>  * 5

<p>3. Is it present any 3d party software provided with a different licence within the core platform features?</p> <p>3.1 If any, what is its purpose?</p> <p>3.2 If any, what is the licence?</p> <p>3.2.1 If open source, where the code is published?</p> <p>3.2.2 If closed source, additional remarks?</p> <p>3.2.3 other, specify</p>	<p>* YES, New Relic, Intercom, Google TAG Manager, Gravatar</p> <p>Loomio provides info about 3d party software it uses into its manual:  <a href="https://loomio.gitbooks.io/manual/content/en/third_party_services.html">https://loomio.gitbooks.io/manual/content/en/third_party_services.html</a></p>
<p>s there any difference based on the chosen deployment?</p> <p>4.1 If any, repeat the point 1-3</p>	<p>Yes, no CND Cloudflare is necessary into own github deployment. CND is only necessary for SAAS and docker deployment</p>
<b>Privacy &amp; Personal Data Protection</b>	
<p>5. There are Information Sheets about the platform collected and mined data?</p>	<p>YES, into the Loomio Manual</p> <p><a href="https://loomio.gitbooks.io/manual/content/en/privacy_policy.html">https://loomio.gitbooks.io/manual/content/en/privacy_policy.html</a></p> <p><a href="https://loomio.gitbooks.io/manual/content/en/terms_of_service.html">https://loomio.gitbooks.io/manual/content/en/terms_of_service.html</a></p>
<p>6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?  <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a></p>	<p>NO</p>
<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p>	<p>NO, but by logging in you Agree to the TOS  <a href="https://loomio.gitbooks.io/manual/content/en/terms_of_service.html">https://loomio.gitbooks.io/manual/content/en/terms_of_service.html</a></p> <p>* N/A</p> <p>* 5</p>

<p>7.3 Information Sheet (TOS) Analysis</p> <ul style="list-style-type: none"> <li>List of Data</li> <li>Metadata e standard</li> <li>Archiving and Preservation</li> <li>Third Parties</li> </ul>	<p>* N/A</p> <p>* N/A</p> <p>TO BE COMPLETED</p>
8. Is there any provided procedures to comply with the right to be forgotten?	None
9. What kind of data are automatically collected through 3d party trackers?	<p><a href="https://newrelic.com/about">https://newrelic.com/about</a> - analytics</p> <p><a href="https://www.intercom.com/about">https://www.intercom.com/about</a> – customer interaction</p> <p><a href="http://www.google.com/intl/en/about/">http://www.google.com/intl/en/about/</a> - advanced profilation integrated into Google ecosystem</p> <p><a href="http://en.gravatar.com/support/what-is-gravatar/">http://en.gravatar.com/support/what-is-gravatar/</a> - user's avatar shared across different websites</p>
Security features in order to ensure Privacy & personal data protection	
Double-step authentication	YES, by default
HTTPS support	YES, by default
Password recovery	YES, by email
OAuth standard	YES
Open access	
10. Accessibility standard (1-5)	5 – NONE
Data are exportable?	Only in paid plans option (CUSTOM)



Social media interaction	YES
API availability?	YES
Ethical principles?	YES explicit, into ABOUT <a href="https://www.loomio.org/about">https://www.loomio.org/about</a> founders refers to ethical principles and political beliefs about coop, transparency, open and free software and stated they come from 2011 Occupy Wall Street experience.
Additional remarks	<ul style="list-style-type: none"> <li>Two emails automatically sent to help first steps into the platform, with training proposals : very effective</li> </ul>
c) Legal	
What level of legal autonomy has the platform?	UNCLEAR, servers are in Cloudflare. Needs further analysis
Are there any difference depending on the deployment type?	N/A

Loomio | Collaborative Decision-Making - Mozilla Firefox

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https://www.loomio.org/users/sign\_up Cerca

LOOMIO Log In

## Please create an account to start your group EMPATIA

If you already have a Loomio account, [log in here](#)

**Full name**

**Email**

**Password**

**Confirm password**

Create account

**Or sign up with a third-party account:**

Sign up with Facebook

Sign up with Google

Sign up with Twitter

Sign up with Github

By logging in, you agree to Loomio's [Terms of service](#)

Help translate Loomio! Pricing Public groups Blog Help Contact About Terms Privacy

### Citizenbudget

Citizen Budget is a proprietary, closed source, modular, cloud-based platform product of Open North, «a not-for-profit, social enterprise that specializes in the development of innovative online tools that promote greater government transparency and citizen participation».

Open North: 5445 avenue de Gaspé, Suite 602 Montréal, QC, Canada H2T 3B2 1-888-750-4980 info@opennorth.ca

No demo is provided. Existent cases doesn't provide the possibility of register and login.

### Strenght:

- Function "see the impact". By moving a slider, also anonymous users can easily see the impact of changing funding allocation in city budget

### Weakness:

- Cannot analyse components, platform has no demo and it is closed source.

Analyzed Features	
ID	
Platform name	http://citizenbudget.com/
Case observed	http://victoria.citizenbudget.com/
Grant type, if any	Funders (of mother company): Canada State; Québec State; IDRC   CRDI (International Development Research Center, Canada); The J.W. McConnell Family Foundation; USAID; Community Investment Program; PMEMTL; Google
a) Methodological/functional	
1. What kind of deployment is it possible? <ul style="list-style-type: none"> <li>SaaS (Software as a Service)</li> <li>All-in-one (Local install, cloud install, virtualization)</li> <li>Single/Chosen components (e.g.: only Authentication</li> </ul>	<ul style="list-style-type: none"> <li>SaaS (Software as a Service)</li> </ul>

component)	
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul> <p><b>or customization possible</b></p>	<p>U: basic web knowledge</p>
<p>3. What are the software languages / technologies involved?</p>	<ul style="list-style-type: none"> <li>• D3 - Javascript Graphics</li> <li>• Facebook - Widget (also connect)</li> <li>• Google Analytics - Analytics</li> <li>• Modernizr -Framework JavaScript</li> <li>• Nginx 1.10.1 - Web Server</li> <li>• RackCache - Cache Tool</li> <li>• Ruby on Rails (50% sure) - Framework Web</li> <li>• Twitter - Widget</li> <li>• jQuery 1.8.3 - Framework JavaScript</li> <li>• jQuery UI 1.8.24 - Framework JavaScript</li> <li>• Ruby - Programming Language</li> <li>• Mustache - Framework JavaScript</li> <li>• SWFObject - Miscellaneous (Flash Player support, no longer developed)</li> </ul>
<p>4. What kind of OS is supported / used? (server side, the user side interaction works over web)</p>	<p>Theoretically, any OS supported by the nginx web server/reverse proxy, which are: GNU/Linux OS and UNIX-like, including BSD and Apple OSX; any MS Windows and Solaris OS</p>
<p>5. What kind of web server is supported / used?</p>	<p>Nginx</p>

<p>6. What kind of functions are delivered through the platform?</p> <p style="text-align: center;">Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p style="text-align: center;">Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Analytics: Google Analytics</li> <li>• Authentication (single step: mail) / CANNOT VERIFY</li> <li>• others: CANNOT VERIFY</li> <li>• Vote</li> </ul> <ul style="list-style-type: none"> <li>• 2ND Cycle (Partly, Budget control) <a href="http://victoria.citizenbudget.com/">http://victoria.citizenbudget.com/</a></li> </ul>
<b>b) Ethical approach: standards</b>	
IPR (intellectual Property Rights)	
<p>1. What is the licence?</p> <p style="padding-left: 40px;">1.1 If open source, where the code is published?</p>	<p>Closed source</p>
<p>2. Where and how the software licence is published?</p> <p style="padding-left: 40px;">2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)</p>	<ul style="list-style-type: none"> <li>• Nowhere</li> <li>• N/A – inaccessible, non existent</li> </ul>

<p>3. Is it present any 3d party software provided with a different licence within the core platform features?</p> <p>3.1 If any, what is its purpose?</p> <p>3.2 If any, what is the licence?</p> <p>3.2.1 If open source, where the code is published?</p> <p>3.2.2 If closed source, additional remarks?</p> <p>3.2.3 other, specify</p>	<ul style="list-style-type: none"> <li>• YES, google analytics, Facebook connect</li> <li>• provide analytics, authentication to FB, authentication to Twitter</li> <li>• various closed sources licences</li> <li>• N/A</li> <li>• N/A</li> <li>• N/A</li> </ul>
<p>s there any difference based on the chosen deployment?</p> <p>4.1 If any, repeat the point 1-3</p>	NO
Privacy & Personal Data Protection	
<p>5. There are Information Sheets about the platform collected and mined data?</p>	* NO
<p>6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?  <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a></p>	NO
<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p> <p>7.3 Information Sheet (TOS) Analysis</p> <p>List of Data</p> <p>Metadata e standard</p>	<p>* NO</p> <p>* N/A</p> <p>* N/A</p> <p>* N/A</p> <p>* N/A</p>

Archiving and Preservation Third Parties	<i>No reference found, in the citizenbudget website neither in the victoria observed case. A reference is provided from the Victoria city website, but doesn't refers to citizenbudget. Needs further analysis?</i>
8. Is there any provided procedures to comply with the right to be forgotten?	No reference found
9. What kind of data are automatically collected through 3d party trackers?	* Main Platform website and observed case: 3 tracker, Google analytics, Facebook Connect, Twitter Connect
Security features in order to ensure Privacy & personal data protection	
Double-step authentication	N/A
HTTPS support	NONE
Password recovery	N/A
OAuth standard	N/A
Open access	
10. Accessibility standard (1-5)	3 – SOME (Mobile effort)
Data are exportable?	N/A
Social media interaction	YES (FB, Twitter)
API availability?	NONE
Ethical principles?	Partial, within the explanation of PB processes reminded in this page <a href="http://www.opennorth.ca/2015/10/13/open-norths-citizen-budget-simulator-boosts-pioneering-citizen-engagement-project.html">http://www.opennorth.ca/2015/10/13/open-norths-citizen-budget-simulator-boosts-pioneering-citizen-engagement-project.html</a> of the mother company website

	<a href="http://www.participatorybudgeting.org/about-participatory-budgeting/where-has-it-worked/">http://www.participatorybudgeting.org/about-participatory-budgeting/where-has-it-worked/</a>
<ul style="list-style-type: none"> <li>Additional remarks</li> </ul>	<ul style="list-style-type: none"> <li>Many claimed collaboration with over 50 cities in Canada and worldwide, but sites are not reachable</li> <li>cannot test the platform, only assess the final results website</li> <li>it is a categorized presentation of city budget, users can submit their modification</li> <li>A «<b>Did you know...</b>» area is provided for every budgetary item</li> <li>A link to the city budget documentation is provided <a href="http://www.victoria.ca/EN/main/departments/finance/city-budget.html">http://www.victoria.ca/EN/main/departments/finance/city-budget.html</a></li> </ul>
c) Legal	
What level of legal autonomy has the platform?	UNCLEAR, servers are in Canada. Needs further analysis
Are there any difference depending on the deployment type?	N/A



City of Victoria - City of Victoria's Budget Simulator - Mozilla Firefox

Empatia
City of Victoria - City of Victoria'...

victoria.citizenbudget.com

Cerca


Sections

Change an activity to start

VICTORIA FIRE DEPARTMENT
Learn more

Your choice

The Victoria Fire Department's goal is to ensure our citizens are safe, people are educated on fire safety and to provide a highly-skilled professional fire service that is ready to respond when required. Our Fire Department provides emergency responses to fires, medical emergencies, motor vehicle accidents, hazardous material incidents, harbour response and emergency management. Their specialized and technical response for rescues in challenging environments involves construction sites, tower cranes, slopes, ravines and interior and exterior buildings.



In addition Victoria's Fire Department provides extensive education and training programs and also conducts fire inspections of commercial and multi-family residential and high-rise buildings. The City's Emergency Management program is also run through the department.

**Did you know...**

Not only did the Victoria Fire Department attend over 7,700 calls for service they provided life safety education to over 6,600 people in 2015.

Move the slider to see the impact of a funding change to Victoria's Fire Department.

**\$/year**

\$313

## Liberopinion

It is a proprietary, closed source, modular and cloud-based platform developed by <http://libertrium.com/> Libertrium, a Portugal based company developing «state of the art web applications and is specialized in public participation». Project Liberopinion was finalist in the E-Democracy Awards 2010 organised by the World EGov Forum. Co-financiamento: Financiado pelo QREN, no âmbito do Mais Centro-Programa Operacional Regional do Centro, o projecto de Inovação baseia-se na criação de ferramentas online de participação inovadoras que permitam voz a qualquer indivíduo.

Users can make proposal, discuss them, vote, follow the state of the projects' realization. Administrations can communicate with citizen about public projects, especially about renovations.

There are 4 optional modules:

1. Orçamento participativo (PB)
2. Execução Transparente – Transparent execution (works follow-up)
3. Consultas Públicas – Public Consultation
4. Conserte Isto – Fix it (Public Renovation)

In the Observed case of Lisbon (Lisboaparticipa), the login process is quite simple, in 2 steps (refer to screenshot):

1.
  - a) username
  - b) Email (to verify)
  - c) password /confirmation
  - d) Re-captcha (anti-bot authentication method)

2. email verification

### Strenght:

- usability effort

### Weakness:

- Lacks on IPR and data protection management
- Interface is only in Portuguese

Analyzed Features	
ID	
Platform name	<a href="https://liberopinion.com/">https://liberopinion.com/</a>
Case observed	<a href="http://www.lisboaparticipa.pt/home">http://www.lisboaparticipa.pt/home</a>
Grant type, if any	Co-financiamento: Financiado pelo QREN, no âmbito do Mais Centro-Programa Operacional Regional do Centro
a) Methodological/functional	
<p>1. What kind of deployment is it possible?</p> <ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>	<ul style="list-style-type: none"> <li>• SaaS (Software as a Service) (* optional modules are available)</li> </ul>
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul>	<p>U: basic web knowledge</p>

or customization possible	
3. What are the software languages / technologies involved?	<ul style="list-style-type: none"> <li>• Javascript, various, see detail</li> <li>• Nginx - Web Server</li> <li>• Facebook - Widget (Connect, Authentication)</li> <li>• Google Maps - Maps</li> <li>• Twitter Bootstrap - Framework Web</li> <li>• reCAPTCHA - CAPTCHA (Google)</li> <li>• Angular Material - Framework Web</li> <li>• AngularJS - Framework JavaScript</li> <li>• CKEditor - Rich Text Editor</li> <li>• D3 -Javascript Graphics</li> <li>• Modernizr - Framework JavaScript</li> <li>• NVD3 - Javascript Graphics</li> <li>• Socket.io - Framework JavaScript</li> <li>• jQuery - Framework JavaScript</li> <li>• Node.js - Programming Language</li> </ul>
4. What kind of OS is supported / used? (server side, the user side interaction works over web)	Theoretically, any OS supported by the nginx web server/reverse proxy, which are: GNU/Linux OS and UNIX-like, including BSD and Apple OSX; any MS Windows and Solaris OS
5. What kind of web server is supported / used?	Nginx
6. What kind of functions are delivered through the platform?  <div>Core components</div> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> </ul>	<ul style="list-style-type: none"> <li>• Analytics: Google Analytics</li> <li>• Authentication (single step: mail)</li> <li>• Community Building (CB)</li> <li>• Content Management (CMS)</li> <li>• Events?</li> <li>• Questionnaire?</li> </ul>

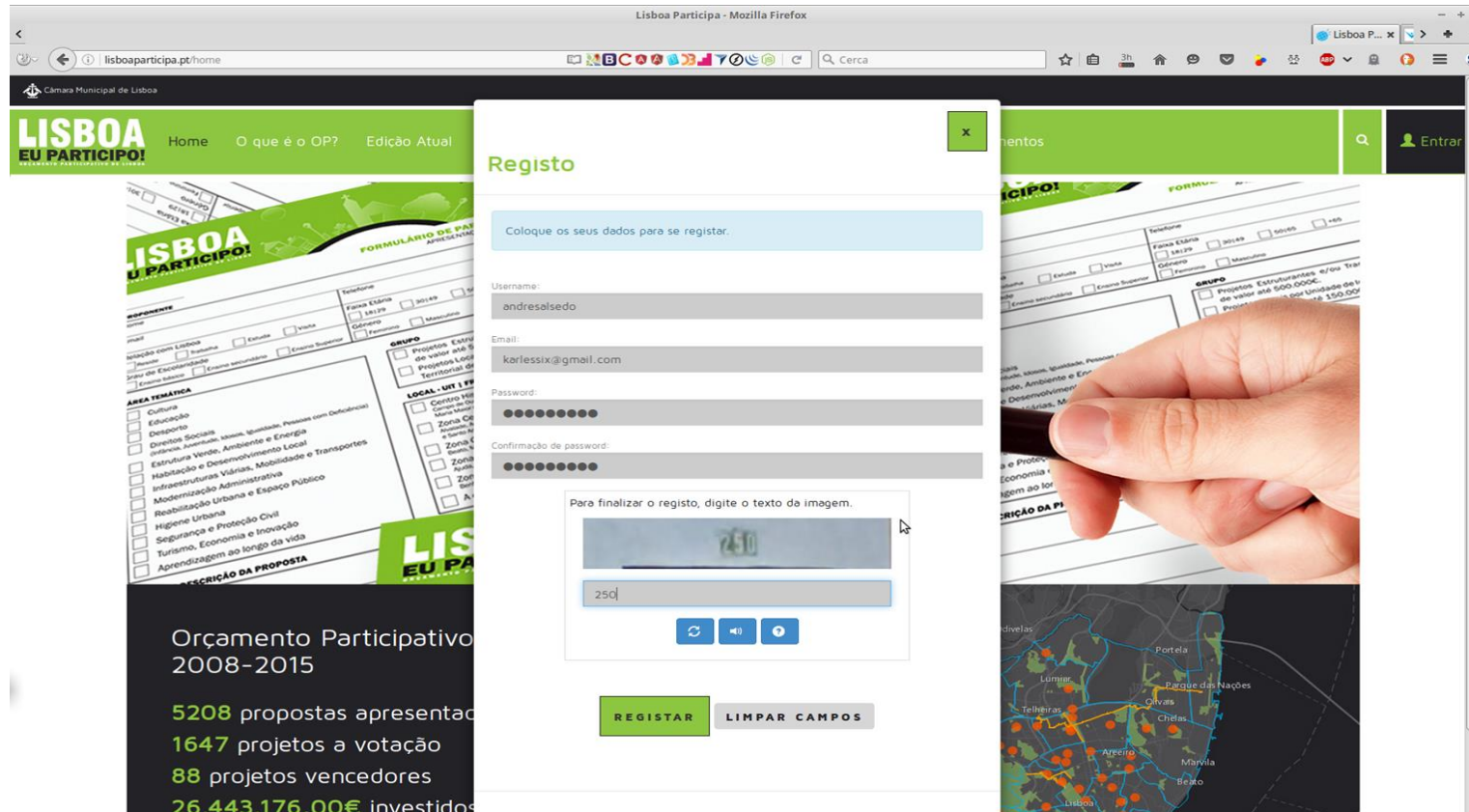
<ul style="list-style-type: none"> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Vote</li> <li>• 2ND Cycle (Partly, external 3d party) <a href="http://lisboaparticipa.pt/projetos-vencedores">http://lisboaparticipa.pt/projetos-vencedores</a></li> </ul>
<b>b) Ethical approach: standards</b>	
IPR (intellectual Property Rights)	
1. What is the licence? 1.1 If open source, where the code is published?	Closed source
2. Where and how the software licence is published? 2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)	Nowhere  * N/A – inaccessible, non existent
3. Is it present any 3d party software provided with a different licence within the core platform features?	* YES, google analytics, google maps, reCAPTCHA - CAPTCHA (Google), Facebook connect

<p>3.1 If any, what is its purpose?</p> <p>3.2 If any, what is the licence?</p> <p>3.2.1 If open source, where the code is published?</p> <p>3.2.2 If closed source, additional remarks?</p> <p>3.2.3 other, specify</p>	<p>* provide analytics, maps, authentication verification, authentication to FB</p> <p>* various closed sources licences</p> <p>* N/A</p> <p>* N/A</p> <p>* reCAPTCHA - CAPTCHA (Google) contributes to creation of values</p>
<p>Is there any difference based on the chosen deployment?</p> <p>4.1 If any, repeat the point 1-3</p>	<p>NO</p>
<p>Privacy &amp; Personal Data Protection</p>	
<p>5. There are Information Sheets about the platform collected and mined data?</p>	<p>NO</p>
<p>6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)? <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a></p>	<p>NO</p>
<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p> <p>7.3 Information Sheet (TOS) Analysis</p> <p>List of Data</p> <p>Metadata e standard</p> <p>Archiving and Preservation</p>	<p>* NO</p> <p>* N/A</p> <p>* N/A</p> <p>* N/A</p> <p>* N/A</p> <p><a href="http://lisboaparticipa.pt/documentos/5811d448e3c0c30800de9342">http://lisboaparticipa.pt/documentos/5811d448e3c0c30800de9342</a> Only one link before the vote</p> <p>Needs further analysis</p>

Third Parties	
8. Is there any provided procedures to comply with the right to be forgotten?	Unclear, refers to State (Portugal) lawcode
9. What kind of data are automatically collected through 3d party trackers?	Main Platform website and observed case: 2 tracker, Google analytics, Facebook Connect
Security features in order to ensure Privacy & personal data protection	
Double-step authentication	No, emai
HTTPS support	NONE
Password recovery	YES, by email
OAuth standard	NO
Open access	
10. Accessibility standard (1-5)	3 – SOME (Mobile effort)
Data are exportable?	N/A
Social media interaction	YES (FB, Twitter, Youtube, Vimeo, G+)
API availability?	NONE
Ethical principles?	<ul style="list-style-type: none"> <li>Partial, within the explanation of PB processes <a href="http://lisboaparticipa.pt/o-que-e-o-op">http://lisboaparticipa.pt/o-que-e-o-op</a></li> </ul>
Additional remarks	<ul style="list-style-type: none"> <li>Only portuguese version of software is provided</li> <li>the social network connection is reminded also in the email sent for pwd recovery</li> </ul>

	<ul style="list-style-type: none"> <li>• inside the platform, visualisation and research withing approved project <a href="http://lisboaparticipa.pt/projetos-vencedores">http://lisboaparticipa.pt/projetos-vencedores</a></li> <li>• 2D cycle visualisation («ver projetos concluidos» from «Projetos Vencedores»), 3D party sw: <a href="https://cml.maps.arcgis.com/apps/MapJournal/index.html?appid=07436f5ca98c46b288ab616ab20d4071">https://cml.maps.arcgis.com/apps/MapJournal/index.html?appid=07436f5ca98c46b288ab616ab20d4071</a></li> </ul>
c) Legal	
What level of legal autonomy has the platform?	UNCLEAR, servers are in Holland. Needs further analysis
Are there any difference depending on the deployment type?	N/A





## Budgetparticipatif.paris.fr/bp/

It is a proprietary and closed source platform developed in-house by the Mairie de Paris in order to perform the participative budget 2016.

Users can make proposal, discuss them, vote, follow the winner projects level realisation (2D cycle)

The login process is quite simple, in 2 steps (refer to screenshot):

1.

- a) Email (to verify)
- b) password /confirmation
- c) gender (also «not specify»)
- d) date of birth
- e) address (in paris)
- f) toggle of paris citizenship (with legal disclosure)
- g) newsletter (not mandatory)

2. email verification

### Strenght:

- usability effort
- functional completeness

### Weakness:

- Lacks on IPR and data protection management
- Interface is only in French

## Analyzed Features

ID	
Platform name	<a href="https://budgetparticipatif.paris.fr/bp/">https://budgetparticipatif.paris.fr/bp/</a>
Case observed	<a href="https://budgetparticipatif.paris.fr/bp/">https://budgetparticipatif.paris.fr/bp/</a>
Grant type, if any	NONE
a) Methodological/functional	
<p>1. What kind of deployment is it possible?</p> <ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>	<ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> </ul>
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul> <p><b>or customization possible</b></p>	<p>U-A-M: basic web knowledge</p>
<p>3. What are the software languages / technologies involved?</p>	<ul style="list-style-type: none"> <li>• Font Awesome - Font Script</li> <li>• Java - Programming Language</li> </ul>

	<ul style="list-style-type: none"> <li>• Lightbox - Photo Gallery, Framework JavaScript</li> <li>• Nginx - Web Server</li> <li>• Piwik - Analytics</li> <li>• Twitter Bootstrap - Framework Web</li> <li>• jQuery -Framework JavaScript</li> <li>• jQuery UI 1.9.2 - Framework JavaScript</li> </ul>
4. What kind of OS is supported / used? (server side, the user side interaction works over web)	Theoretically, any OS supported by the nginx web server/reverse proxy, which are: GNU/Linux OS and UNIX-like, including BSD and Apple OSX; any MS Windows and Solaris OS
5. What kind of web server is supported / used?	Nginx
6. What kind of functions are delivered through the platform?  <div>Core components</div> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> </ul>	<div>Core components</div> <ul style="list-style-type: none"> <li>• Analytics: Piwik analytics (open source analytics)</li> <li>• Authentication (double step)</li> <li>• Community Building (CB)</li> <li>• Content Management (CMS)</li> <li>• Events</li> <li>• Notify</li> <li>• Questionnaire</li> <li>• Vote</li> <li>• 2ND Cycle</li> </ul> <a href="https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=search-">https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=search-</a>

<ul style="list-style-type: none"> <li>PAD</li> <li>Vote</li> <li>Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>E-Tools</li> <li>Files</li> <li>Logs</li> <li>Orchestrator</li> <li>WUI</li> </ul>	solr&conf=list_projects
<b>b) Ethical approach: standards</b>	
IPR (intellectual Property Rights)	
<p>1. What is the licence?</p> <p>1.1 If open source, where the code is published?</p>	Closed source
<p>2. Where and how the software licence is published?</p> <p>2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)</p>	<ul style="list-style-type: none"> <li>Nowhere</li> </ul> <p>* N/A – inaccessible, non existent</p>
<p>3. Is it present any 3d party software provided with a different licence within the core platform features?</p> <p>3.1 If any, what is its purpose?</p> <p>3.2 If any, what is the licence?</p> <p>3.2.1 If open source, where the code is published?</p>	<ul style="list-style-type: none"> <li>YES, piwik analytics</li> <li>provide analytics</li> <li>Free Software GPL</li> <li>GPL, member of FSF</li> <li>N/A</li> </ul>

<p>3.2.2 If closed source, additional remarks?</p> <ul style="list-style-type: none"> <li>3.2.3 other, specify</li> </ul>	<ul style="list-style-type: none"> <li>integrates with others Free Softwares</li> </ul>
<p>Is there any difference based on the chosen deployment?</p> <p>4.1 If any, repeat the point 1-3</p>	<p>NO</p>
<p>Privacy &amp; Personal Data Protection</p>	
<p>5. There are Information Sheets about the platform collected and mined data?</p>	<p>YES, in the EU cookie and in the TOS (CGU, Conditions Générales d'Utilisation)  <a href="https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=htmlpage&amp;htmlpage_id=5">https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=htmlpage&amp;htmlpage_id=5</a></p>
<p>6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?  <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a></p>	<p>YES, refer to screenshot</p>
<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p> <p>7.3 Information Sheet (TOS) Analysis</p> <ul style="list-style-type: none"> <li>List of Data</li> <li>Metadata e standard</li> <li>Archiving and Preservation</li> <li>Third Parties</li> </ul>	<ul style="list-style-type: none"> <li>NO</li> <li>N/A</li> <li>N/A</li> </ul> <p><i>CGU</i>  <a href="https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=htmlpage&amp;htmlpage_id=5">https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=htmlpage&amp;htmlpage_id=5</a> and <i>Charte d'utilisation</i>  <a href="https://budgetparticipatif.paris.fr/bp/document?id=2237&amp;id_attribute=102">https://budgetparticipatif.paris.fr/bp/document?id=2237&amp;id_attribute=102</a> Needs further research</p>
<p>8. Is there any provided procedures to comply with the right to be forgotten?</p>	<p>Unclear, refers to State (France) lawcode</p>

9. What kind of data are automatically collected through 3d party trackers?	Main Platform website and observed case: 1 tracker, Piwik analytics
Security features in order to ensure Privacy & personal data protection	
Double-step authentication	YES, by default
HTTPS support	YES, by default
Password recovery	YES, by email
OAuth standard	NO
Open access	
10. Accessibility standard (1-5)	3 – SOME
Data are exportable?	N/A
Social media interaction	NO
API availability?	NONE
Ethical principles?	<a href="https://budgetparticipatif.paris.fr/bp/le-budget-participatif-.html">https://budgetparticipatif.paris.fr/bp/le-budget-participatif-.html</a>
Additional remarks	<ul style="list-style-type: none"> <li>• strong emphasis on «the citizen right»</li> <li>• lot of information, difficult to read, in jargon (legal, technical)</li> <li>• tentative of visual explanation about PB</li> <li>• 2D cycle visualisation (Suivi des projets lauréats): <a href="https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=search-solr&amp;conf=list_projects">https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=search-solr&amp;conf=list_projects</a></li> </ul>
c) Legal	

What level of legal autonomy has the platform?	UNCLEAR, servers are in France. Needs further analysis
Are there any difference depending on the deployment type?	N/A



- Budget Participatif - Paris - Mozilla Firefox

sider.i... Import Data Consider.i... Search Re... Consider.i... Nuova scheda Terms of ... pink noise... Pink noise... White nois... Brown... Compreh... EMPATIA SP laura tetta... Home - B... Budget...

Mairie-De-Paris (FR) | https://budgetparticipatif.paris.fr/bp/jsp/site/Portal.jsp?page=mesInfos&view=createMyIr laura tettamanzi

PARIS BUDGET PARTICIPATIF

Le budget participatif ? Projets déposés en 2016 Résultats du vote 2016 Mise en œuvre des projets lauréats Agenda Connexion

## CRÉATION DE COMPTE

Votre adresse mail et votre mot de passe  
(Votre mot de passe doit contenir au moins 8 caractères)

Adresse mail \*

Mot de passe \*

Confirmez le mot de passe \*

Vos informations personnelles

☐ Femme ☐ Homme ☒ Non précisé

Date de naissance : \_\_/\_\_/\_\_

Adresse \*

Vos informations de vote

Vous ne pouvez voter que pour des projets *Tout Paris*, et des projets localisés dans votre **arrondissement de vote**.  
Ce dernier doit correspondre soit à votre arrondissement de résidence, soit à votre arrondissement de travail.

Arrondissement de vote \*

☐ Je certifie sur l'honneur que je suis parisien-ne, que les informations transmises sont exactes et que j'accepte l'ensemble des CGU. \*

☒ Je souhaite rester informé-e sur le budget participatif et sur toutes les actions relatives à la participation citoyenne initiées par la Mairie de Paris.

L'ENREGISTRE LES MODIFICATIONS

## Consider.it

**Consider** <https://consider.it> is a proprietary and closed source platform to collect feedback, make a choice, survey a group, focus a dialogue, organize a meeting, developed in Seattle and Portland, OR by Travis Kriplean and Kevin Miniter since 2010. Mike Toomim (Montreal) joined the group in 2012. The sister project of consider.it is Reflect <http://engage.cs.washington.edu/reflect/> that promotes active listening in comment forums. Deployed in Slashdot and Wikimedia's strategic planning process. The project is inactive currently. Supporting the most common tasks, such as proposal creation and voting.

Consider.it features includes:

- Branding

Tailor the look and feel of your Consider.it site to fit your brand.

- Moderation

Configure whether you wish to police content on your Consider.it site.

- Frame the discussion

Want Strengths/Weaknesses instead of Pros/Cons? Want the Slider poles to read Ready/Not ready? No problem. You define the language.

- Private conversations

Invite only select people to participate in a conversation. You can also specify who is allowed to contribute their opinion.

- Advanced opinion analytics

Cross-tabulate opinions based on user attributes like job title, age, or a response to a question you define. User attributes can be imported, or you can prompt participants with custom questions.

- Question grouping

Your Consider.it homepage organizes questions into groups. This enables you to ask users to submit ideas in response to a prompt, or see which proposals have greatest support.

Consider.it is a cloud based platform available in pay-per-use without the need to self-hosting it. They offer two plans, one free (Basic) with all the features and advertising; one payed (Custom) with custom features, and not advertised.

The login process is very simple, in 2 steps:

1.

- a) Email without verification
- b) password
- c) nickname

d) avatar (not mandatory)

2. website consider.it name

that's it. The user is prompted to the new consider.it website where all the features are provided. In order to access them, a double-step authentication is required. Next screen is export data (available only for paid plans), whether import is available for users, proposals, opinions, points and comments in .csv format.

#### Strenght:

- login and usability effort

#### Weakness:

- Lacks on IPR and data protection management

Analyzed Features	
ID	
Platform name	<a href="https://consider.it/">https://consider.it/</a> <b>Consider</b>
Case observed	<a href="https://seattle2035.consider.it/">https://seattle2035.consider.it/</a>
Grant type, if any	NONE
a) Methodological/functional	
1. What kind of deployment is it possible? • SaaS (Software as a Service)	SaaS (Software as a Service)

<ul style="list-style-type: none"> <li>• All-in-one (Local install, cloud install, virtualization)</li> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>	
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> </ul> <p><b>or customization possible</b></p>	<p>U-A-M: basic web knowledge</p>
<ul style="list-style-type: none"> <li>• 3. What are the software languages / technologies involved?</li> </ul>	<ul style="list-style-type: none"> <li>• Font Awesome (Font Script)</li> <li>• Nginx (Web Server)</li> <li>• Phusion Passenger (Web Server)</li> <li>• React (Framework JavaScript)</li> <li>• Ruby on Rails 4.0.37 (50% sure): Framework Web &amp; Programming Language</li> <li>• D3 (Javascript Graphics)</li> <li>• HeadJS (50% sure): Framework JavaScript</li> <li>• Modernizr (Framework JavaScript)</li> </ul>
<p>4. What kind of OS is supported / used? (server side, the user side interaction works over web)</p>	<p>Theoretically, any OS supported by the nginx web server/reverse proxy, which are: GNU/Linux OS and UNIX-like, including BSD and Apple OSX; any MS Windows and Solaris OS</p>
<p>5. What kind of web server is supported / used?</p>	<p>Nginx</p>
<p>6. What kind of functions are delivered through the platform?</p>	

<p style="text-align: center;">Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p style="text-align: center;">Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Analytics: Google analytics (paid plans)</li> <li>• Authentication (double step)</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Events</li> <li>• Notify</li> <li>• Questionnaire</li> <li>• Vote</li> </ul>
<b>b) Ethical approach: standards</b>	
IPR (intellectual Property Rights)	
1. What is the licence?	Closed source

1.1 If open source, where the code is published?	
2. Where and how the software licence is published?  2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)	Nowhere  * N/A – inaccessible, non existent
3. Is it present any 3d party software provided with a different licence within the core platform features?  3.1 If any, what is its purpose?  3.2 If any, what is the licence?  3.2.1 If open source, where the code is published?  3.2.2 If closed source, additional remarks?    3.2.3 other, specify	* YES, google analytics, google translate <a href="https://analytics.google.com/">https://analytics.google.com/</a> * provide analytics, provide translation interfaces * closed source * N/A * licence give the Subject to the terms and conditions of this Agreement, (a) Google grants You a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use the GATC solely as necessary for You to use the Service on Your Properties or Third Party's Properties; and (b) You may remotely access, view and download Your Reports stored at <a href="http://www.google.com/analytics/">www.google.com/analytics/</a>  <a href="https://www.google.it/analytics/terms/us.html">https://www.google.it/analytics/terms/us.html</a>  <a href="https://translate.google.com/about/intl/en_ALL/license.html">https://translate.google.com/about/intl/en_ALL/license.html</a>  * N/A
Is there any difference based on the chosen deployment?  4.1 If any, repeat the point 1-3	• NO
Privacy & Personal Data Protection	
5. There are Information Sheets about the platform collected and mined data?	NONE
6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)?	NO

<a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a>	
<p>7. There is Information Consent request?</p> <p>7.1 Where is it published?</p> <p>7.2 Level of understandability, 1-5 (1 = only tech&amp;legal experts; 5 = every literate folks)</p> <p>7.3 Information Sheet (TOS) Analysis</p> <ul style="list-style-type: none"> <li>List of Data</li> <li>Metadata e standard</li> <li>Archiving and Preservation</li> <li>Third Parties</li> </ul>	<ul style="list-style-type: none"> <li>NO</li> <li>N/A</li> <li>N/A</li> <li>N/A</li> <li>N/A</li> </ul>
<p>8. Is there any provided procedures to comply with the right to be forgotten?</p>	None
<p>9. What kind of data are automatically collected through 3d party trackers?</p>	<p>Main Platform website <a href="https://consider.it/">https://consider.it/</a> 2 trackers</p> <p>Google Analytics, Google Translate</p> <p>* Case observed <a href="https://seattle2035.consider.it/">https://seattle2035.consider.it/</a> 2 tracker</p> <p>Google Analytics, Google Translate</p>
Security features in order to ensure Privacy & personal data protection	
Double-step authentication	YES, by default
HTTPS support	YES, by default
Password recovery	YES, by email

OAuth standard	NO
Open access	
10. Accessibility standard (1-5)	1 – NONE
Data are exportable?	Only in paid plans option (CUSTOM) – refer to screenshot
Social media interaction	NO
API availability?	NONE
Ethical principles?	NONE explicit, but in «Our story» founders refers to ethical principles and political beliefs (e.g. first openly gay presidential candidate support).
Additional remarks	<ul style="list-style-type: none"> <li>• strong emphasis on opinions' visualization</li> <li>• may different uses, from SWOT analysis to community govern. Mixed for public / political, for business management</li> <li>• video training very effective, in two version: watch the demo <a href="https://consider.it/#demo">https://consider.it/#demo</a> or self-exploration <a href="https://galacticfederation.consider.it/Death_Star">https://galacticfederation.consider.it/Death_Star</a></li> <li>• academic research papers: Supporting Reflective Public Thought with Consider.it 2012 ACM Conference on Computer Supported Cooperative Work <a href="http://dub.washington.edu/djangosite/media/papers/kriplean-cscw2012.pdf">http://dub.washington.edu/djangosite/media/papers/kriplean-cscw2012.pdf</a> Facilitating Diverse Political Engagement Journal of Information Technology &amp; Politics, Volume 9, Issue 3 <a href="https://dl.dropboxusercontent.com/u/3403211/papers/jitp.pdf">https://dl.dropboxusercontent.com/u/3403211/papers/jitp.pdf</a> On-demand Fact-checking in Public Dialogue</li> </ul>



	<p>2014 ACM Conference on Computer Supported Cooperative Work</p> <p><a href="http://homes.cs.washington.edu/~borning/papers/kriplean-cscw2014.pdf">http://homes.cs.washington.edu/~borning/papers/kriplean-cscw2014.pdf</a></p> <p>Facilitating Personal Deliberation Online: Immediate Effects of Two Consider.it Variations</p> <p>Forthcoming, Computers in Human Behavior, Volume 51, Part A</p> <p><a href="http://www.sciencedirect.com/science/article/pii/S0747563215003891">http://www.sciencedirect.com/science/article/pii/S0747563215003891</a></p>
c) Legal	
What level of legal autonomy has the platform?	UNCLEAR, servers are in USA. Needs further analysis
Are there any difference depending on the deployment type?	N/A

The screenshot shows a web browser window displaying the 'Consider.it' website. The browser's address bar shows 'https://consider.it/#features'. The website has a red navigation bar with links: 'demo', 'uses', 'features', 'price', 'contact', and 'about'. The main content area is divided into two columns for pricing plans.

Basic	Custom
Free for everyone	Variable \$
<ul style="list-style-type: none"> <li>✓ Unlimited users</li> <li>✓ Unlimited questions</li> <li>✓ Content moderation</li> <li>✓ Private conversations</li> </ul>	<p>If there is a feature you need developed that is not advertised.</p>
<a href="#">Get me started</a>	<a href="#">Contact us</a>

Below the pricing plans is a light blue box with the heading 'Let's get you setup with the Basic Plan'. It contains a two-step process:

- Step 1: Create your account**
  - Hi, my email is:
  - My password:
  - I look like:  Nessun file selezionato.
  - My name is:
- Step 2: Create your site**

At the bottom of the box are two buttons: 'Create new account' and 'Log in'.



< empatia

## Export Data

Data export is only available for paid plans. Contact [hello@consider.it](mailto:hello@consider.it) to inquire about a paid plan.

## Import Data

Import data into Considerit. The spreadsheet should be in comma separated value format (.csv).

To refer to a User, use their email address. For example, if you're uploading points, in the user column, refer to the author via their email address.

To refer to a Proposal, refer to its url.

To refer to a Point, make up an id for it and use that.

You do not have to upload every file, just what you need to. Importing the same spreadsheet multiple times is ok.

Users (.csv)  Nessun file selezionato.  
[Example](#)

Proposals (.csv)  Nessun file selezionato.  
[Example](#)

Opinions (.csv)  Nessun file selezionato.  
[Example](#)

Points (.csv)  Nessun file selezionato.  
[Example](#)

Comments (.csv)  Nessun file selezionato.  
[Example](#)

**Participare**

**Participare** <https://www.participare.io/> is a proprietary and closed source platform for participatory budgeting developed by ChangeTomorrow . Supporting the most common tasks, such as proposal creation and voting, Participare is a cloud based platform available in pay-per-use without the need to self-hosting it. They offer four plans, one free for small groups and three payed with different limits for the number of users and budgets, providing also online support. A summary of the analysis perform has been presented in (D.2.1)

**Strenght:**

- usability effort

**Weakness:**

- Lacks on IPR and data protection management

## Consul

**Consul** is Citizen Participation and Open Government Application originally developed for the Madrid City government eParticipation website, <http://decide.madrid.es> the software can be downloaded and installed from the open source repository hosted / developed on the github platform <https://github.com/consul/consul>

### Strenght:

- IPR is addressed

### Weakness:

- Difficult to install for testing
- Interface is only in Spanish

Analyzed Features		
ID		
Platform name	<a href="https://participare">https://participare</a> – Participare	Consul
Case observed	<a href="https://salsedo.participare.it">https://salsedo.participare.it</a>	<a href="https://decide.madrid.es/">https://decide.madrid.es/</a>
Grant type, if any	NONE	Madrid, camara municipa
a) Methodological/functional		
1. What kind of deployment is it possible? <ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> <li>• All-in-one (Local install, cloud install, virtualization)</li> </ul>	<ul style="list-style-type: none"> <li>• SaaS (Software as a Service)</li> </ul>	<ul style="list-style-type: none"> <li>• All-in-one (Local install, cloud install, virtualization)</li> </ul>

<ul style="list-style-type: none"> <li>• Single/Chosen components (e.g.: only Authentication component)</li> </ul>		
<p>2. What level of tech skill are required for every kind of deployment? (U = user, A = admin, M = manager)</p> <p>SETUP, difficult, only for admin and manager</p> <ul style="list-style-type: none"> <li>• web access / login</li> <li>• component choice</li> <li>• component and overall configuration</li> <li>• setup external tools</li> <li>• write code</li> <li>○ <b>customization possible</b></li> </ul>	<p>U-A-M: basic web knowledge</p>	<p>U: basic web knowledge</p> <p>A: basic web knowledge</p> <p>M: advanced tech skill for server deployment in Open source environment</p>
<p>3. What are the software languages / technologies involved?</p>	<p>Various JavaScript frameworks (Angular JS, Moment JS, JQuery, D3) Laravel Web framework, PHP 5.5.9, Twitter Bootstrap</p>	<p>Ruby on Rails, Git, PostgreSQL, PhantomJS, Zurb Foundation Web Framework</p>
<p>4. What kind of OS is supported / used? (server side, the user side interaction works over web)</p>	<p>Ubuntu Linux</p>	<p>Theoretically, any GNU/Linux OS and UNIX-like, including BSD and Apple OSX</p>
<p>5. What kind of web server is supported / used?</p>	<p>Nginx</p>	<p>Probably most Open Source web servers (Apache, Nginx, etc.)</p>
<p>6. What kind of functions are delivered through the platform?</p> <p>Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> </ul>	<p>Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> </ul>	<p>Core components</p> <ul style="list-style-type: none"> <li>• Analytics</li> </ul>

<ul style="list-style-type: none"> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Kiosks</li> <li>• Monitoring</li> <li>• Notify</li> <li>• Open Data:</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• E-Tools</li> <li>• Files</li> <li>• Logs</li> <li>• Orchestrator</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Events</li> <li>• Notify</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> <li>• WUI</li> </ul>	<ul style="list-style-type: none"> <li>• Authentication</li> <li>• Community Building (CB)</li> <li>• Content Management System (CMS)</li> <li>• Design</li> <li>• Events</li> <li>• Notify</li> <li>• PAD</li> <li>• Vote</li> <li>• Questionnaire</li> </ul> <p>Admin Components:</p> <ul style="list-style-type: none"> <li>• Files</li> <li>• Logs</li> <li>• WUI</li> </ul>
<b>b) Ethical approach: standards</b>		
IPR (intellectual Property Rights)		
1. What is the licence? 1.1 If open source, where the code is published?	- Closed source	- Code published under AFFERO GPL v3 (see LICENSE-AGPLv3.txt) Github <a href="https://github.com/consul/consul">https://github.com/consul/consul</a>



<p>2. Where and how the software licence is published?</p> <p>2.1 Licence accessibility evaluation, 1 to 5 (1 is non-accessible, 5 is fully accessible)</p>	<p>- Product tour &gt; GET STARTED (green button) &gt; FOUR STEP registration &gt; TOS link (PDF) &gt; p. 1/18, 5) Intellectual Property Ownership and Licenses.</p> <p>* 2 – accessible, but not easily</p>	<p>- Front page, a web link is provided to licence  <a href="http://www.gnu.org/licenses/agpl-3.0.html">http://www.gnu.org/licenses/agpl-3.0.html</a></p> <p>* 5 – fully accessible</p>
<p>3. Is it present any 3d party software provided with a different licence within the core platform features?</p> <p>3.1 If any, what is its purpose?</p> <p>3.2 If any, what is the licence?</p> <p>3.2.1 If open source, where the code is published?</p> <p>3.2.2 If closed source, additional remarks?</p> <p>3.2.3 other, specify</p>	<p>* YES, <a href="https://www.uservoice.com">https://www.uservoice.com</a></p> <p>* provide FAQs and others informations for users</p> <p>* closed source</p> <p>* N/A</p> <p>* licence give the «Account Holder» a <i>non-exclusive, royalty-free, worldwide, perpetual, irrevocable, fully-sublicensable license to publish and use your Content.</i>, TOS 3.b  <a href="https://participare.uservoice.com/tos">https://participare.uservoice.com/tos</a></p> <p>* N/A</p>	<p>* YES <a href="https://github.com/">https://github.com/</a></p> <p>* source code hosting, provide FAQs and others informations for users</p> <p>* Core features are open source</p> <p>* the code is based on git <a href="https://git-scm.com/">https://git-scm.com/</a></p> <p>* N/A</p> <p>* a variety of licensing is possible, ranging from public domain to regular copyright:  <a href="https://help.github.com/articles/github-terms-of-service/">https://help.github.com/articles/github-terms-of-service/</a>  <a href="https://help.github.com/articles/open-source-licensing/">https://help.github.com/articles/open-source-licensing/</a></p>
<p>s there any difference based on the chosen deployment?</p> <p>4.1 If any, repeat the point 1-3</p>	<p>NO</p>	<p>NO</p>
<p>Privacy &amp; Personal Data Protection</p>		

5. There are Information Sheets about the platform collected and mined data?	<ul style="list-style-type: none"> <li>* Claimed , but unreachable, <a href="https://www.participare.io/privacy.html">https://www.participare.io/privacy.html</a></li> <li>* Probably part of TOS, see registration PDF</li> </ul>	<ul style="list-style-type: none"> <li>* Support platform <a href="https://help.github.com/articles/github-privacy-policy/">https://help.github.com/articles/github-privacy-policy/</a></li> <li>* Demo platform (spanish only) <a href="https://decide.madrid.es/privacy">https://decide.madrid.es/privacy</a></li> </ul>
6. Is the EU cookie directive respected (clearly opt-out possibility from cookie 3d party tracking at first user's visit)? <a href="http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2">http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm#section_2</a>	NO	NO
7. There is Information Consent request? 7.1 Where is it published?  7.2 Level of understandability, 1-5 (1 = only tech&legal experts; 5 = every literate folks)  7.3 Information Sheet (TOS) Analysis <ul style="list-style-type: none"> <li>• List of Data</li> <li>• Metadata e standard</li> <li>• Archiving and Preservation</li> <li>• Third Parties</li> </ul>	<ul style="list-style-type: none"> <li>* Yes, embedded into TOS (Terms of Service)</li> <li>* at user registration, provided by 18 pages PDF</li> <li>* 3 – good effort to make understandable the text, but still lot of tech&amp;legal references</li> <li>* both explicit and implicit profiling (i) <i>information you affirmatively give to us; and (ii) information automatically collected</i></li> <li>* N/A</li> </ul>	<ul style="list-style-type: none"> <li>* Yes, embedded into TOS (Terms of Service)</li> <li>* at user registration, but also on every pages, HTML <a href="https://decide.madrid.es/conditions">https://decide.madrid.es/conditions</a></li> <li>* 4 – good effort to make understandable the text, brief explanation in plain language, but lack of technical specifications and reference to legal framework</li> <li>* claim to be «anonymous», but is agree from a technical point of view</li> </ul> <p>TO BE COMPLETED</p>
8. Is there any provided procedures to comply with the right to be forgotten?	Partially. p. 14 TOS: <i>You may delete your ChangeTomorrow account, in accordance with our Terms of Use. Please note that, if you cancel your</i>	YES, following the local legislation: <a href="https://decide.madrid.es/privacy">https://decide.madrid.es/privacy</a>

	<p><i>account, ChangeTomorrow may retain some information about you but will discontinue posting such information on the ChangeTomorrow Websites.</i></p>	<p><i>El interesado podrá ejercer los derechos de acceso, rectificación, cancelación y oposición, ante el órgano responsable indicado todo lo cual se informa en el cumplimiento del artículo 5 de la Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Persona</i></p>
9. What kind of data are automatically collected through 3d party trackers?	<p>* Main Platform website  <a href="https://participare.io/">https://participare.io/</a> 5 trackers            DoubleClick, Google Dynamic Remarketing, UserVoice, Google Analytics, Facebook Connect</p> <p>* Platform free test  <a href="https://salsedo.participare.io">https://salsedo.participare.io</a> 1 tracker  <a href="http://www.browser-update.org/">http://www.browser-update.org/</a></p>	<p>* Demo platform, 2 trackers.</p> <ul style="list-style-type: none"> <li>- Piwik analytics (Open analytics Platform) <a href="https://piwik.org/">https://piwik.org/</a></li> <li>- <a href="https://www.sizmek.com/">https://www.sizmek.com/</a> versatag facebook</li> </ul>
Security features in order to ensure Privacy & personal data protection		
Double-step authentication	YES	YES
HTTPS support	YES, by default	YES, by default
Password recovery	YES, by email	YES, by email
OAuth standard	NO	YES (Twitter, Facebook and Google)
Open access		
10. Accessibility standard (1-5)	1 – NONE	3 – SOME <a href="https://decide.madrid.es/accessibility">https://decide.madrid.es/accessibility</a>

Data are exportable?	<a href="https://participare.uservoice.com/knowledgebase/articles/506352-can-i-export-my-data">https://participare.uservoice.com/knowledgebase/articles/506352-can-i-export-my-data</a> <i>For now you can only copy&amp;paste. We are working on an export mechanism. If you have extra needs or you have any idea on how to make it more useful please send us your feedback through our support website at <a href="http://participare.uservoice.com">http://participare.uservoice.com</a></i>	<p>* if self-managed consul instance, data are exportable for the manager by default from the DB</p> <p>* decide.madrid.es declare some data can be exported also by users</p>
Social media interaction	NO	Not provided, but can be developed through Oauth support (app for FB-Google-Twitter)
API availability?	Partly <a href="https://participare.uservoice.com/knowledgebase/articles/505907-what-api-are-available">https://participare.uservoice.com/knowledgebase/articles/505907-what-api-are-available</a> <ul style="list-style-type: none"> <li>Currently there are API for: <ul style="list-style-type: none"> <li>Budgets</li> <li>Proposals</li> <li>Languages</li> </ul> </li> </ul>	Unclear, need further analysis (code level)
Ethical principles?	NO	YES, in fieri <a href="https://transparencia.madrid.es/">https://transparencia.madrid.es/</a> <a href="https://decide.madrid.es/opendata">https://decide.madrid.es/opendata</a>
c) Legal		
What level of legal autonomy has the platform?	Centralized (needs further analysis: USA Safe harbour specs)	De-centralized

Are there any difference depending on the deployment type?	NO	Yes, depends on case use
--	----	--------------------------

salsedo - Mozilla Firefox

salsedo

https://salsedo.participare.io/#/login

Cerca

Login

What it is   How to vote   Rules   Budgets   Contacts

Welcome to salsedo

karlessix@gmail.com

.....

Login

Forgot Password?   Sign up

Build your own participatory budget with participate.io!

Propuestas ciudadanas - Mozilla Firefox

https://decide.madrid.es/proposals

Idioma: Español

Más información | Transparencia | Datos abiertos | Blog

Decide Madrid

Mi actividad | Mi cuenta | Salir

Debates | **Propuestas** | Votaciones | Procesos | Presupuestos participativos

Buscar propuestas...

**#PróximaVotación**

Nuevas propuestas ciudadanas han llegado a la fase de votación.

Crea una propuesta

**TENDENCIAS**

tráfico

Más activas hoy | Más apoyadas | Nuevas | Archivadas

Búsqueda avanzada

**PROPUESTA**

**Prohibir aparcar en zona verde a los no residentes.**

1 Comentario · 28/12/2016 · Ana Morilla

Los residentes que pagan 365 días al año no encuentran aparcamiento los festivos en zona verde porque los no residentes vienen al centro y ocupan todas las plazas.

Movilidad | distritos | Medio Ambiente

Las propuestas sólo pueden ser votadas por usuarios verificados, [verifica tu cuenta.](#)

**CATEGORÍAS**

Asociaciones | Cultura | Deportes

Derechos Sociales | Distritos | Economía

Empleo | Equidad | Medio Ambiente

Medios | Movilidad | Participación

Salud | Seguridad y Emergencias

Sostenibilidad | Transparencia

## C1 3d parties trackers detailed analysis

3d party softwares within the core platform with different licence (if not specified, closed source)

Type of collected data (sometimes and somewhere overlapping, also depending on laws. Generally speaking, EU laws are more restrictive than US):

- anonymous
- pseudonymous
- PII (Personally Identifiable Information)
- Sensitive (Financial, Health, Religion, Sex, Politics)

### 3D party interest-based targeting: evaluation given on the basis of collected data

Name	Company	Data Collected	Privacy Policy	Browser Cookies	LSO	Opt Out	Other (Data retention, sharing, owner)	3D party interest-based targeting
<b>Google Analytics</b>	<a href="http://www.google.com/intl/en/analytics/index.html">http://www.google.com/intl/en/analytics/index.html</a>  <a href="http://www.google.com/intl/en/analytics/product.html">http://www.google.com/intl/en/analytics/product.html</a>	<p><b>Anonymous:</b> Ad Views, Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software Type, Interaction Data , Page Views , Serving Domains</p> <p><b>Pseudonymous:</b> IP Address (EU PII), Search History, Location Based Data, Clickstream Data, Device ID (EU PII)</p> <p><b>PII:</b> Name , Address, Phone Number, Email Address, Login</p> <p><b>Sensitive:</b> Financial Information</p>	<a href="http://www.google.com/intl/en/policies/privacy/">http://www.google.com/intl/en/policies/privacy/</a>	<p><b>Name:</b> id</p> <p><b>Path:</b> /</p> <p><b>Content:</b> OPT_OUT</p> <p><b>Expiration date:</b> 2030-11-09 18:58:58</p>	NO	<a href="http://www.aboutads.info/choices/">http://www.aboutads.info/choices/</a>	<p>Owned by Google, Inc. - owned by alphabet, Inc. <a href="http://abc.xyz">http://abc.xyz</a></p> <p>Data retention: undisclosed</p>	NO



<b>Google Tag manager</b>	<a href="http://www.google.com/tagmanager/">http://www.google.com/tagmanager/</a>  <a href="http://www.google.com/intl/en/about/">http://www.google.com/intl/en/about/</a>	<b>Anonymous:</b> Ad Views, Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software Type, Internet Service Provider, Interaction Data , Page Views , Serving Domains <b>Pseudonymous:</b> IP Address (EU PII), Search History, Location Based Data, Device ID (EU PII) <b>PII:</b> Name , Address, Phone Number, Email Address, Login, EU- IP Address, EU- Unique Device ID <b>Sensitive:</b> Financial Information, Health Information, Sensitive Data (details undisclosed)	<a href="http://www.google.com/intl/en/policies/privacy/">http://www.google.com/intl/en/policies/privacy/</a>	NO	NO	Not found	<b>Owned by Google, Inc. - owned by alphabet, Inc.</b> <b><a href="http://abc.xyz">http://abc.xyz</a></b> <b>Sharing</b> <b>Aggregate data</b> is shared with 3rd parties., <b>Anonymous data</b> is shared with 3rd parties., PII data is shared with 3rd parties., <b>Sensitive data</b> is shared with 3rd parties.  Data retention: undisclosed	YES
<b>Google Translate</b>	<a href="https://translate.google.com/">https://translate.google.com/</a>  <a href="http://translate.google.com/about/intl/en_ALL/">http://translate.google.com/about/intl/en_ALL/</a>	<b>Anonymous:</b> Ad Views, Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software Type, Interaction Data , Page Views , Serving Domains <b>Pseudonymous:</b> IP Address (EU PII), Search History, Location Based Data, Device ID (EU PII) <b>PII:</b> Phone Number, EU- IP Address, EU- Unique Device ID	<a href="http://www.google.com/intl/en/policies/privacy/">http://www.google.com/intl/en/policies/privacy/</a>	<b>Name:</b> id  <b>Path:</b> / <b>Content:</b> OPT_OUT <b>Expiration date:</b> 2030-11-09 18:58:59	NO	YES	<b>Owned by Google, Inc. - owned by alphabet, Inc.</b> <b><a href="http://abc.xyz">http://abc.xyz</a></b>  <b>Aggregate data</b> is shared with 3rd parties.  Data retention: undisclosed	YES
<b>Piwik</b>	<a href="http://piwik.org/">http://piwik.org/</a> <a href="http://piwik.org/what-is-piwik/">http://piwik.org/what-is-piwik/</a>	Undisclosed	<a href="http://piwik.org/privacy/">http://piwik.org/privacy/</a>	NO	NO	Not found	<b>FLOSS SW GPL Licence</b>  Data retention: undisclosed	NO
<b>New Relic</b>	<a href="https://newrelic.com/">https://newrelic.com/</a>	<b>Anonymous:</b> Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software	<a href="https://newrelic.com/privacy">https://newrelic.com/privacy</a>	NO	NO	Not found	Aggregate data is shared with 3rd parties., PII data is	NO

		<a href="https://newrelic.com/about">https://newrelic.com/about</a>	Type, Interaction Data , Page Views , Serving Domains <b>Pseudonymous:</b> IP Address (EU PII) <b>PII:</b> Name , Address, Phone Number, Email Address, PII Collected via 3rd Parties, Login, EU- IP Address <b>Sensitive:</b> Financial Information <b>*Data is collected on behalf of, and owned by, client.</b>					shared with 3rd parties., Sensitive data is shared with 3rd parties.  Data retention: undisclosed	
<b>Intercom</b>		<a href="https://www.intercom.com/">https://www.intercom.com/</a> <a href="https://www.intercom.com/about">https://www.intercom.com/about</a>	<b>Anonymous:</b> Browser Information, Cookie Data , Date/Time, Page Views <b>Pseudonymous:</b> IP Address (EU PII)		NO	NO	Not found	Data Sharing and retention: undisclosed	YES
<b>Gravatar</b>		<a href="http://en.gravatar.com/">http://en.gravatar.com/</a>  <a href="http://en.gravatar.com/support/what-is-gravatar/">http://en.gravatar.com/support/what-is-gravatar/</a>	<b>Anonymous:</b> Browser Information, Date/Time, Demographic Data, Serving Domains  <b>Pseudonymous:</b> IP Address (EU PII)	<a href="http://automattic.com/privacy/">http://automattic.com/privacy/</a>	NO	NO	Not found	Owned by Automattic  Data retention: undisclosed	N/A
<b>Facebook Connect</b>		<a href="http://developers.facebook.com/">http://developers.facebook.com/</a>  <a href="https://www.facebook.com/FacebookforDevelopers">https://www.facebook.com/FacebookforDevelopers</a>	<b>Anonymous:</b> Ad Views, Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software Type, Internet Service Provider, Interaction Data , Page Views , Serving Domains, Details Undisclosed <b>Pseudonymous:</b> IP Address (EU PII), Location Based Data, Clickstream Data, Device ID (EU PII) <b>PII:</b> Name , Address, Phone Number, Email Address, Login, EU- IP Address, EU- Unique Device ID <b>Sensitive:</b> Financial Information	<a href="https://www.facebook.com/about/privacy/">https://www.facebook.com/about/privacy/</a>	<b>Name:</b> oo <b>Path:</b> / <b>Content:</b> 1 <b>Expiration date:</b> 51603-09-14 17:33:20	NO	<a href="https://www.facebook.com/help/568137493302217">https://www.facebook.com/help/568137493302217</a>	Owned by Facebook  Data retention: undisclosed	YES
<b>Twitter Connect</b>		<a href="https://twitter.com/">https://twitter.com/</a>  <a href="https://about.twitter.com/">https://about.twitter.com/</a>	<b>Anonymous:</b> Analytics, Browser Information, Cookie Data , Date/Time, Demographic Data, Hardware/Software Type, Internet Service Provider, Interaction	<a href="https://twitter.com/privacy?lang=en">https://twitter.com/privacy?lang=en</a>	NO	NO	<a href="https://support.twitter.com/articles/20">https://support.twitter.com/articles/20</a>	Owned by Twitter  Data retention: 18-24 months	YES

	er.com/company	<p><i>Data , Page Views</i>  <b>Pseudonymous:</b> IP Address (EU PII), Search History, Location Based Data, Device ID (EU PII)  <b>PII:</b> Name , Address, Phone Number, Email Address, Login, EU- IP Address  <b>Sensitive:</b> Financial Information</p>				170405# your-privacy-controls-for-tailored-ads	<p>Aggregate data is shared with 3rd parties., Anonymous data is shared with 3rd parties., PII data is shared with 3rd parties., Sensitive data is shared with 3rd parties.</p>	
<b>GitHub</b>	<p><a href="https://github.com/">https://github.com/</a></p> <p><a href="https://github.com/about">https://github.com/about</a></p>	<b>Anonymous:</b> Details Undisclosed	<a href="https://github.com/contact">https://github.com/contact</a>	NO	NO	Not found	<p>Data retention: undisclosed</p> <p>licence unclear (git source code: GPL v2)</p>	NO
<b>Userve</b>		<p><b>Anonymous:</b> Analytics, Browser Information, Cookie Data , Demographic Data, Hardware/Software Type, Page Views , Serving Domains  <b>Pseudonymous:</b> IP Address (EU PII)</p>	<a href="https://www.useservice.com/privacy/">https://www.useservice.com/privacy/</a>	NO	NO	Not found	<p>Data retention: undisclosed</p> <p>Anonymous data is shared with 3rd parties.</p>	NO

## ANNEX E Privacy Policy Model

The following privacy policy outlines our practices for the types of personal information gathered through the use of the EMPATIA application service (“Service”) on the website **name.site** (“Site”).

The Service and the Site are developed and managed under the framework of the EMPATIA project (“Project”), that has received funding from the European Union’s Horizon 2020 Research and Innovation programme under grant agreement No 687920. The Service is managed by the **(insert party responsible)** on behalf of the EMPATIA Consortium (“EMPATIA”), led by Center for Social Studies of Coimbra (Portugal) and composed by the following partners: OneSource (Portugal); D21 (Czech Republic); Brunel University London; (United Kingdom); Università degli Studi di Milano (Italy) Zebralog; (Germany); Associação In Loco (Portugal).

This privacy policy explains how EMPATIA uses personal information collected via this Service, how they are used, with whom they are shared, how they are managed archived and protected.

### a) Roles of the organizations involved

The data management for this Site is shared between the following organizations:

- Data Controller and responsible for the enforcement of the Privacy Policy: **(insert party responsible)**;
- Data Processor(s), in charge of managing data for the purposes specified in the Privacy Policy: **(insert party responsible)**;
- Responsible for Data Archiving and Preservation: OneSource (Portugal).

### b) Purposes of Data Collection

The personal data are collected and managed under this policy for the following purposes:

- To ensure the unique authentication of users, necessary to take part to the Democratic Innovations managed through this Service;
- To research, monitor and allow independent monitoring of the delivery and outcomes of the Democratic Innovations managed through this platform;
- To study and research how users and visitors use the Service;
- To communicate with users regarding eventual updates to the Service and to its policies;
- To provide periodical information regarding the content of the Site, in accordance with the notification preferences configured by each user;
- To comply with the law of the European Union and Portugal.

In any case the Data Controller will not:

- sell or rent any personal data collected on this Site for any reason.
- use any personal data collected on this Site for marketing of commercial purpose.

### c) Data collected

#### Personal Data:

The following personal data are collected on this Site to register new users:

- Name
- Email address
- Age
- Address
- Gender

- Profession

### **Surveys:**

EMPATIA could propose questionnaires and surveys to the users of this Service regarding:

- users experience with the Service
- other topics related to the Democratic Innovations managed through the Service

Surveys and questionnaires are intended to be for voluntary use and users are free to refuse to answer. The data collected through surveys and questionnaires would be managed as additional personal data, adopting the same security and privacy measures described in this policy.

### **Non-personally identifiable information**

The Service also collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request.

### **Potentially personally-identifiable information**

The Service collects potentially personally-identifying information like Internet Protocol (IP) addresses. EMPATIA does not use such information to identify its visitors, however, and does not disclose such information, adopting the same security and privacy measures described in this policy for personal data.

### **User Generated Content and Personally Identifiable Information**

The Service can host discussions, comments, proposals and other contents generated by users during the use of the platform.

This User Generated Content can make the user personally identifiable also to third parties and in some case to the general public. Users shall not make personally identifiable information available through the content published on this Site.

Each user can configure the privacy setting related to its content published and to its visibility on the web and use a pseudonym and anonymous email address.

For additional information regarding the user generated content please consult the Terms of Service ([link](#))

## **d) Data Security and Integrity**

EMPATIA takes all necessary steps to protect personal data and content of users from loss, misuse and unauthorized access, disclosure, alteration and destruction.

### **Physical Data Security**

The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and the its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource.

The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of up to two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.

### **Logical Data Security**

The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data and to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens.

As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as a user participating in the PB process).

All the accesses are analyzed in the SIEM of OneSource, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.

#### **e) Preservation of personal data**

Personal data processed for any purpose shall not be kept for longer than is necessary for that purpose and in any case no longer than one year after the last access to the Service by the user.

#### **f) Procedures for accessing personal data**

Each user is entitled to access all its personal data and information collected through this Service and to know how that information is processed. If you would like to know what personal information and data are collected, please write to the Ombudsperson in charge for this Service, according to the procedure identified in the Terms of Services ([link](#)).

#### **g) Procedures to withdraw**

Each user is entitled to withdraw from the Service and obtain the removal of all its personal data and information collected through this Service. If you would like to withdraw from the service please write to the Ombudsperson in charge for this Service, according to the procedure identified in the Terms of Services ([link](#)).

#### **h) Open Access**

EMPATIA follows the Open Access principles as defined by the European Union's Horizon 2020 Research and Innovation programme: the knowledge collected and generated through EMPATIA shall be publicly released in open format for any non-commercial purpose, including especially research and independent monitoring and evaluation. In particular data collected and generated through the use of EMPATIA's platform shall be released in a public data repository and will be taken measures to make it possible for third parties to access, mine, reproduce and disseminate for any non-commercial purpose, free of charge for any user. In any case EMPATIA will release only non-personally-identifying information, clustering and aggregating information in a manner that will not be possible to identify personal data.

#### **i) Third parties with access to personal data**

To provide some of EMPATIA's functionality and a high level of service, EMPATIA may share user data with third parties. More details about Third Parties Services in the Terms of Service [here](#) ([link](#)).

#### **j) Entity responsible for policy approval/review**

This policy has been developed by the Centre for Social Studies of Coimbra, Ethics coordinator of EMPATIA, and approved by the Consortium.

The Consortium may amend this policy in the future, within the framework of the ethical principles reported in our Terms of Service. Any amended policy is effective upon posting to this Site, and the Consortium will make every possible effort to communicate to you about these changes via email or through the site.

#### **k) Version and Policy operational date**

The current version of the privacy policy is the 1.0.

It is valid since 01/01/2017 until a new version of the policy is released.

**l) Legal framework of the policy**

The regulatory framework for data protection and management is shaped by the following norms and regulations of the European Union and laws of Portugal, where the Service is actually established:

- Please insert relevant regulation

**m) Contact**

Thanks for taking the time to learn about EMPATIA's privacy policy. EMPATIA strongly believe it's increasingly important for our user to know exactly how their personal data is treated. If you have any questions or concerns not answered in this policy, please contact the Data Controller in charge for this Service, at the following address:

ADDRESS



## ANNEX F ToS Model

### a) Definitions

The following terms and conditions govern all use of the EMPATIA's application service ("Service") and all content, services and products available at or through [empatia-project.org](http://empatia-project.org) ("Site").

The Service and the Site are developed and managed under the framework of the EMPATIA project ("Project"), that has received funding from the European Union's Horizon 2020 Research and Innovation programme under grant agreement No 687920. The Service is managed by the Center for Social Studies (CES, the "Manager") of Coimbra on behalf of the EMPATIA Consortium ("EMPATIA"), led by CES and composed by the following partners: OneSource (Portugal); D21 (Czech Republic); Brunel University London; (United Kingdom); Università degli Studi di Milano (Italy) ZebraLog; (Germany); Associação In Loco (Portugal).

The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, EMPATIA's privacy policy) and procedures that may be published from time to time on this Site by EMPATIA (collectively, the "Agreement").

Use of the site is subject to these Terms. In addition, other policies published on this website regulate specific domains as:

- The **Privacy Policy** (link) explains how we use any personal information which we collect via the site. If you do not agree with these Terms or our Privacy Policy, please do not use this site;
- Our **IP Policies** (link) provide details regarding Intellectual Property rights of the contents published on this website, including creative content, scientific content, datasets and software code.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Service. If these terms and conditions are considered an offer by EMPATIA, acceptance is expressly limited to these terms.

### b) Ethical Principles

EMPATIA is committed to enforce the following ethical principles:

- **Social Inclusion.** EMPATIA shall be used to reduce barriers to citizen participation, targeting the weakest social groups and providing multiple venues for active engagement. Under no circumstances EMPATIA may be used in processes that discriminate groups or minorities, or exclude social groups entitled to participate as part of the community engaged in the process.
- **Deliberative Quality.** EMPATIA must aim to enhance the quality of deliberation in the participatory spaces managed through the platform. Deliberative processes delivered through EMPATIA shall be inspired to principles of "ideal speech situation", meaning: (i) no one capable of making a relevant contribution can be excluded, (ii) participants have equal weighted voices, (iii) they are free to speak their honest opinion without deception or self-deception, and (iv) there is no coercion built into the process and procedures of discourse. All participants shall be provided with all the information and resources necessary to engage in an informed debate.
- **Multi-Channel Participation.** The use of EMPATIA-based means of engagement should not automatically replace or eliminate other channels of engagement of citizens, but should lead to the design and management of multi-channel Democratic Innovations. Multi-channel democratic innovations are processes that integrate messages and participatory spaces, targeted to different



segments of the population, in a system specifically designed to increase and deepen citizen participation in the political decision making process.

- **Personal Data Protection.** EMPATIA must protect the privacy of its users, inform them of the data that will be collected and ask for an explicit consent, in compliance also with local, national, and international regulations on personal data protection. EMPATIA must ensure the enforcement of the principles defined in the Regulation (EU) No 1291/2013 that establishes Horizon 2020: “the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination and the need to ensure high levels of human health protection” (article 19, Regulation (EU) 1291/2013).
- **Transparency.** EMPATIA aims to increase accountability over the implementation of decisions made through the participatory processes and on the overall activity of the platform and its management. EMPATIA shall follow the Open Access principles defined by the EU Commission in Horizon2020 and integrated in Article 29 of the GA of EMPATIA: all the knowledge collected and generated through EMPATIA must be publicly released in open format for any non-commercial purpose, including especially research and independent monitoring and evaluation. In particular data collected and generated through the use of EMPATIA’s platform shall be released in a public data repository, with appropriate measures to make it possible for third parties to access, mine, reproduce and disseminate for any non-commercial purpose, free of charge for any user.
- **Legality.** No use or configuration of EMPATIA platform can infringe or abridge existing laws and regulations (local, national or international regulations) existing in the context where the pilot is implemented.
- **Commons.** EMPATIA is conceived in the first instance as a “non-exclusive” and “non-appropriable” tool. It shall be freely available to third parties and oriented to favour use and reuse, rather than to exchange as a commodity. This new public domain involves the distribution and communal ownership of informational and instrumental resources and technology designed to be used by the community by which they are created and elsewhere by all those who share and respect its main principles. Under this definition EMPATIA may be used by individuals, institutions, governments, corporations, or other business whether for-profit or non-profit so long as the use itself is not a direct sale and commercialization of the results EMPATIA. The software, the data and the content collected and created through EMPATIA that are intended to belong to the community that generated them.

### c) Users responsibility

Users of the Site shall be human beings. Accounts registered by "bots" or other automated methods are not permitted. Users could be required to provide legal name to access subsection(s) or specific features of the service.

Each User:

- is responsible for maintaining the security of your account and password. The Manager cannot and will not be liable for any loss or damage from your failure to comply with this security obligation
- is fully responsible for all activities that occur under the account and any other actions taken in connection with the account
- must immediately notify the Manager of any unauthorized uses of your account, or any other breaches of security
- must not use the Service for any illegal or unauthorized purpose
- must not, in the use of the Service, violate any laws in your jurisdiction

### d) User-generated content

Any users that takes an active role in one or more of the processes managed through the Site by (for example) submitting a proposal, commenting in a discussion, posting images or links in a discussion, or otherwise make (or allow any third party to make) material available through the Site (any such material, User-generated content), is entirely responsible for the content of, and any harm resulting from, that User-generated content. That is the case regardless of whether the User-generated content in question constitutes text, graphics, an audio file, or computer software.

Unless otherwise indicated, the user-generated content resulting from the discussions and the processes managed on this Site are intended to be released under the Creative Commons Attribution – Non-commercial – Share alike 4.0 International license (full details at <https://creativecommons.org/licenses/by-nc-sa/4.0/>). This is the same license used for the content generated by the Manager of this Site.

By making User-generated content available, users represent and warrant that:

- users shall not infringe the privacy policy of the Site by making personal data available through the content published on this Site;
- the downloading, copying and use of the Users' Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- users have fully complied with any third-party licenses relating to the Users' Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Users' Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Users' Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Users' Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;
- the Users' Content do not contain unwanted electronic messages such as spam links on newsgroups, email lists, other groups and web sites, and similar unsolicited promotional methods;
- the Users' Content is not named in a manner that misleads your readers into thinking that you are another person or company.
- in the case of the Users' Content that includes computer code, user shall accurately categorize and/or describe the license, type, nature, uses and effects of the materials.

Each user may deactivate the account at any time. Identifying information such as username or profile photo will no longer be associated with content previously posted. However, the User Content already made public by the users will remain, in order to preserve the integrity of the processes managed through the Service.

#### **e) Termination**

The Manager has the right to:

1. refuse or remove any content that violates any EMPATIA's policy or is in any way harmful or objectionable, or
2. terminate or deny access to and use of the Service to any individual or entity that violates any EMPATIA's policy.

The Manager may terminate the access of any user to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If a user wishes to terminate this Agreement or the account (if you have one), the user may simply discontinue using the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **f) Cookies**

To make this service work properly, we may place small data files called cookies on your device. A cookie is a small text file that a website saves on your computer or mobile device when you visit the Site. It enables the website to remember your actions and preferences (such as language, font size and other display preferences) over a period of time, so you do not have to keep re-entering them whenever you come back to the site or browse from one page to another.

the following preferences:

- Persistent: Display and language preferences, such as contrast color settings or font size;
- Previous agreement to the use of cookies on this site.

Session:

User input cookies (session-id) such as first party cookies to keep track of the user's input when filling forms, for the duration of a session;

Enabling these cookies is not strictly necessary for the website to work but it will provide you with a better browsing experience. You can delete or block these cookies, but if you do that some features of this site may not work as intended. The cookies cannot identify you and the pattern data is fully under our control. These cookies are not used for any purpose other than those described here.

Some EMPATIA subsites may use additional or different cookies to the ones described above. If so, the details of these will be provided in their specific cookies notice page. You may be asked for your agreement to store these cookies. You can control and/or delete cookies as you wish - for details, see [aboutcookies.org](http://aboutcookies.org). You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

#### **g) Third Party software**

We use third party software listed on this page to provide further functionalities and a high performance service. EMPATIA shares data with these services and for convenience this page provides links to third party privacy policies. For more information please see our [Privacy Policy](#) (link).

Eg: [Google Analytics](#)

Tracks page views and other usage statistics. Google gets user IP addresses and other session metadata and urls of pages being visited which have discussion titles and group names.

#### **h) Ombudsperson**

EMPATIA appointed an Ombudsperson to act as an impartial intermediary between the managers and users of EMPATIA's platform. The ombudsperson can collect and investigate complaints related to misuse of the Service, infringements of the Terms of Service and/or the Privacy Policy and/or the IP policy of the Service: these three policies represent the scope of the Ombudsperson area of action.

The Ombudsperson activity is of an informative character in relation to the matters of her/his competence, which means it does not have an executive or managerial character. The competences of the Ombudsperson are:

- To ensure the enforcement of the right to access personal data and the right to withdraw as defined in the Privacy Policy of the Service;
- To monitor on the enforcement of the Terms of Service and/or the Privacy Policy and/or the IP policy of the Service;
- To assist users in exercising their rights and in complying with their duties;
- To hear and receive users' claims, complaints or suggestions, assessing them and directing the recommendations or suggestions;
- To answer to the requests and complaints received by providing consultancy, evaluation; mediation and conciliation; investigation and determining of complaints; recommendations.

The Ombudsperson can reject a request when complaints are detrimental to the legitimate rights of others; when there is an ongoing judicial or administrative procedure on the subject of the claim or when the facts described have occurred for over a year; are insufficiently substantiated or are clearly irrelevant; when the content of the complaints do not match with the scope of the Ombudsperson remit.

The Ombudperson for this Service is:

NAME

The Ombudsperson shall be contacted via email, with the following subject:

**"REQUEST FOR THE OMBUDSPERSON OF THE WEBSITE EMPATIA-PROJECT.EU"**

The Ombudsperson should provide a feedback within thirty days from the date the request was received.

#### **i) Disclaimer of Warranties**

The Service is provided "as is". The Manager disclaim all warranties of any kind, express or implied. Neither the Manager nor the Consortium or its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. Users download from, or otherwise obtain content or services through, the Service at their own discretion and risk.

#### **j) Limitation of Liability**

In no event, will the Manager, the Consortium or its suppliers and licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

1. any violation of laws by users;
2. any special, incidental or consequential damages;
3. the cost of procurement for substitute products or services;
4. for interruption of use or loss or corruption of data.

#### **k) Rules to changes the ToS**

These Terms may be varied from time to time. If you use the site after any change has been made, you will be deemed to have accepted the change. Additional terms may apply to certain areas of this site, such as applications for grant funding or payment for events. We reserve the right to modify these Terms at any time and modified terms are effective upon posting to this website. We will inform you of these changes via email or through the Service. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. The Service may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

#### **l) General Representation and Warranty**

Each User represent and warrant that:

1. The use of the Service will be in strict accordance with the EMPATIA Privacy Policy (link), with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content), and
2. The use of the Service will not infringe or misappropriate the intellectual property rights of any third party.

#### **m) Applicable Law**

These Terms of Service are governed by Portuguese Law and the courts of Portugal will have jurisdiction over any dispute arising from them.

## ANNEX G Privacy Policy for Impact Assessment & Ethical Approval

### Study title:

Enabling Multichannel Participation Through ICT Adaptations

### Invitation Paragraph:

You are being invited to take part in a research study. Before you make a decision about your participation, it is important for you to understand the purpose of this study and what it will involve. Please take time to read the following information carefully and discuss it with others if you wish. Ask me/us if there is anything that is not clear or if you would like more information. Take time to decide whether or not you wish to take part.

### What is the purpose of the study?

This survey is being conducted in the scope of EMPATIA, an EC H2020 funded project, and will be delivered by the partners of the EMPATIA Consortium. The purpose of this survey is to investigate:

- the impact of Democratic Innovations on inclusion and diversity with a particular focus on exploring if these innovations support the engagement of already active citizens or previously inactive citizens.
- the impact of Democratic Innovations on trust
  - o Trust on local institutions
  - o Systemic trust in democracy and antipolitics sentiment
- the impact of Democratic Innovations on efficacy
  - o Internal efficacy (knowledge production and transfer)
  - o External efficacy (the perception of the participants of being able to influence politics)
- the usability of the digital tools for the design and management of Democratic Innovations

For more information about the project and the consortium, please visit <https://empatia-project.eu>.

### Why you have been invited to participate?

We are asking for your help given your active engagement in one of the Pilots of the EMPATIA project where you have the chance to experience the methodology and tools developed within the framework of EMPATIA.

### Do I have to take part?

As participation is entirely voluntary, it is up to you to decide whether or not to take part. If you do decide to take part, you will be given access to this information sheet and be asked to sign a consent form. If you decide to take part, you are still free to withdraw at any time and without giving a reason.

### What will happen to me if I take part?

We will need you to complete a survey which will not take more than 5-10 minutes at the most.

### What do I have to do?

If you agree to take part, all you need to do is complete the survey through one of the two following methods:

- online, through the digital form provided on the platform <https://pilotname.empatia-project.eu>
- in person, filling the paper survey provided the personnel of the EMPATIA Consortium.

### What are the possible benefits and risks of taking part?

There are no risks attached to this study. Benefits include some interesting information regarding research in your subject area via a report which will combine the results from all the institutions which take part.

### What if something goes wrong?

If you are harmed by taking part in this research project, there are no special compensation arrangements. If you are harmed due to someone's negligence, then you may have grounds for a legal action.

## Will my taking part in this study be kept confidential?

All information which is collected about you during the course of the research will be kept strictly confidential by Data Processors, identified in **the partners composing the EMPATIA Consortium**. Hence, your personal data will not be transmitted to any other third party.

## What will happen to the results of the research study?

We will combine the results from all the participants that take part in the study. In the first instance the information will be synthesised and a report will be compiled which will contain some interesting and useful information for you. Scientific articles based on the data collected could be published in specialized journals. The H2020 Program promotes an Open Access Strategy ([http://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/amga/h2020-amga\\_en.pdf#page=213](http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf#page=213)). Accordingly, research data collected through EMPATIA will be made available as Open Data, but under the strictest condition that personal data such as your name and address will be anonymized so that you cannot be identified from it.

## Who is organising and funding the research?

The research is organised by Brunel University London on behalf of the EMPATIA Consortium and Funded by European Commission H2020. EMPATIA project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 687920. In addition, the Center for Social Studies (CES ) of the University of Coimbra is involved with the role of Data Processor.

## Who has reviewed the study?

The College of Business, Arts and Social Sciences Research Ethics Committee at Brunel University London have reviewed the study.

Brunel University is committed to compliance with the Universities UK [Research Integrity Concordat](#). You are entitled to expect the highest level of integrity from our researchers during the course of their research.

## Contact for further information and complaints

Contact Information:

Professor Giovanni Allegretti, Principal Investigator of the EMPATIA project  
Center for Social Studies (CES), University of Coimbra, Portugal

[Giovanni.allegretti@ces.uc.pt](mailto:Giovanni.allegretti@ces.uc.pt)

Professor Vishanth Weerakkody, Professor of Digital Governance  
Brunel University London –

[Vishanth.weerakkody@brunel.ac.uk](mailto:Vishanth.weerakkody@brunel.ac.uk)

Thank you for taking part in this study!





College of Business, Arts and Social Sciences Research Ethics Committee  
 Brunel University London  
 Kingston Lane  
 Uxbridge  
 UB8 3PH  
 United Kingdom  
[www.brunel.ac.uk](http://www.brunel.ac.uk)

11 November 2016

**LETTER OF APPROVAL**

Applicant: Dr Sankar Sivarajah

Project Title: Participant Survey for Pilot Sites - EMPATIA

Reference: 4399-LR-Nov/2016- 4397-1

Dear Dr Sankar Sivarajah

The Research Ethics Committee has considered the above application recently submitted by you.

The Chair, acting under delegated authority has agreed that there is no objection on ethical grounds to the proposed study. Approval is given on the understanding that the conditions of approval set out below are followed:

- The agreed protocol must be followed. Any changes to the protocol will require prior approval from the Committee by way of an application for an amendment.

**Please note that**

- Research Participant Information Sheets and (where relevant) flyers, posters, and consent forms should include a clear statement that research ethics approval has been obtained from the relevant Research Ethics Committee.
- The Research Participant Information Sheets should include a clear statement that queries should be directed, in the first instance, to the Supervisor (where relevant), or the researcher. Complaints, on the other hand, should be directed, in the first instance, to the Chair of the relevant Research Ethics Committee.
- Approval to proceed with the study is granted subject to receipt by the Committee of satisfactory responses to any conditions that may appear above, in addition to any subsequent changes to the protocol.
- The Research Ethics Committee reserves the right to sample and review documentation, including raw data, relevant to the study.
- **[delete for staff applications]** You may not undertake any research activity if you are not a registered student of Brunel University or if you cease to become registered, including abeyance or temporary withdrawal. As a deregistered student you would not be insured to undertake research activity. Research activity includes the recruitment of participants, undertaking consent procedures and collection of data. Breach of this requirement constitutes research misconduct and is a disciplinary offence.

Professor James Knowles

Chair

College of Business, Arts and Social Sciences Research Ethics Committee  
 Brunel University London





## ANNEX H Privacy Policy Adaptation 1 - Lisbon

### Política de Privacidade da plataforma lisboaparticipa.pt

A política de privacidade a seguir indicada descreve as nossas práticas relativas aos tipos de informação pessoal recolhida através da utilização da aplicação “Serviço” do projecto EMPATIA, no sítio <http://www.lisboaparticipa.pt/> (Sítio), nomeadamente LisBoaldeia e Consultas temáticas, excluindo-se todas as outras ferramentas que remetem para links externos de responsabilidade da Câmara Municipal de Lisboa.

Este Serviço e o Sítio são desenvolvidos e geridos no âmbito do projecto EMPATIA ("Projecto"), financiado pelo Programa de Investigação e Inovação Horizonte 2020, da União Europeia, no âmbito do acordo de subvenção n.º 687920. O Serviço é gerido pela OneSource (Portugal), em representação do Consórcio EMPATIA ("EMPATIA"), liderado pelo Centro de Estudos Sociais de Coimbra (Portugal) e composto pelos seguintes parceiros: OneSource (Portugal); D21 (República Checa); Brunel University Londres (Reino Unido); Università degli Studi di Milano (Itália); Zebralog (Alemanha); Associação In Loco (Portugal).

Esta política de privacidade explica como o projecto EMPATIA utiliza a informação pessoal recolhida através deste Serviço, de que forma é usada, com quem é partilhada, como é gerida, arquivada e protegida.

#### 1. a) Funções das organizações envolvidas

A gestão de dados para este Sítio é partilhada pelas seguintes organizações:

- Controlador de Dados, Processador (es) de Dados e responsável pela aplicação da Política de Privacidade, e Responsável pelo Arquivamento e Preservação de Dados: OneSource (Portugal).

#### b) Finalidades da Recolha de Dados

Os dados pessoais são recolhidos e geridos sob esta política com os seguintes propósitos:

5. Garantir a autenticação única dos utilizadores, necessária para beneficiar das Inovações Democráticas geridas por este Serviço:

- Lisboaldeia

- Consultas Temáticas

- Investigar, monitorizar e permitir a monitorização independente da entrega e dos resultados das Inovações Democráticas geridas através desta plataforma, no âmbito das finalidades do Projeto e do Programa de Investigação e Inovação Horizonte 2020;
- Comunicar com aos utilizadores as eventuais actualizações do Serviço e das suas políticas;
- Fornecer informações periódicas sobre o conteúdo do Site, de acordo com as preferências de notificação configuradas por cada utilizador;
- Cumprir as leis da União Europeia e de Portugal.

Em caso algum, o Controlador de Dados pode:

- duplicar ou distribuir quaisquer dados pessoais recolhidos neste Sítio para finalidade diferentes daquelas definida nesta **Política de Privacidade** vender ou alugar quaisquer dados pessoais recolhidos neste Sítio, seja por que motivo for.
- utilizar quaisquer dados pessoais recolhidos neste Sítio para comercialização ou quaisquer fins comerciais.

Em todo o caso, serão divulgadas apenas informações que não identifiquem pessoalmente os usuários, agrupando e agregando informações de forma a não ser possível identificar dados pessoais.

▪ **c) Dados recolhidos**

**Dados pessoais:**

Para registar novos utilizadores, os dados pessoais recolhidos neste Sítio são os seguintes.

- Nome
- Endereço de e-mail
- Idade
- Endereço
- Género
- Habilitações Literárias
- Número de Identificação Fiscal
- Número de telefone

**Informação pessoal não identificável**

O Serviço recolhe igualmente informações, que não são de identificação pessoal, semelhante, à que os motores de busca e servidores da Internet habitualmente disponibilizam, tais como, o tipo de motor de busca, a preferência de idioma, o sítio de referência ou data e hora de cada solicitação do visitante.

**Informação pessoal potencialmente identificável**

O Serviço recolhe informações potencialmente identificáveis, tais como os endereços IP (Internet Protocol). No entanto, a EMPATIA não utiliza essas informações para identificar os seus visitantes e não divulga essas informações, adoptando as mesmas medidas de segurança e privacidade descritas nesta política para os dados pessoais.

**Conteúdos criados pelo utilizador e informações pessoais identificáveis**

O Serviço pode acolher discussões, comentários, propostas e outros conteúdos criados pelos utilizadores durante o uso da plataforma.

Estes Conteúdos Criados pelo Utilizador podem identificar o utilizador pessoalmente para terceiros e, em alguns casos, para o público em geral. Os utilizadores não devem disponibilizar informação de identificação pessoal através do conteúdo publicado neste Site.

Cada utilizador pode proceder à configuração de privacidade relativa ao conteúdo publicado e sua visibilidade na Internet, assim como e usar um pseudónimo e um endereço de e-mail anónimo.

Para obter informações adicionais sobre o conteúdo criado pelo utilizador, consultar os Termos de Serviço (link).

**Preferências e votos**

Durante a entrega de Inovações Democráticas e processos participativos geridos neste Site, os usuários serão convidados a manifestar as suas preferências e votos que irão influenciar os resultados desses processos.

A EMPATIA não utiliza essas informações para identificar os seus visitantes e não divulga essas informações, adoptando as mesmas medidas de segurança e privacidade descritas nesta política para os dados pessoais.

**Questionários:**

A EMPATIA poderá propor, aos utilizadores deste Serviço, a resposta a questionários e a elaboração de estudos relativamente a:

- experiência dos utilizadores com o Serviço

através do Serviço

A realização destes estudos e a resposta a estes questionários são voluntárias, tendo os utilizadores a liberdade de as fazerem ou lhes responderem.

#### ▪ **d) Segurança e Integridade de Dados**

A EMPATIA toma todas as medidas necessárias para proteger os dados pessoais e os conteúdos dos utilizadores contra perda e uso indevido, bem assim como acesso não autorizado, divulgação, alteração e destruição.

##### **Segurança física de dados**

A central de dados, na qual estes são arquivados e preservados, tem políticas de segurança restritas relativamente ao seu acesso físico. O acesso a esta central está circunscrito ao CTO e ao CISO, sendo gerido através de dois níveis de segurança: chave física e alarme. Todo o acesso é registado no sistema de alarme e documentado nos procedimentos internos da OneSource.

A infraestrutura de arquivo de dados é suportada por servidores redundantes e sistemas de armazenamento profissionais com mecanismos ativos reforçados de protecção ao nível físico e fornecimento de energia (sistemas UPS). O armazenamento utiliza dispositivos SAN de canal de fibra RAID e vários servidores. O sistema de *backup* inclui procedimentos automatizados para garantir a protecção de dados, a dois níveis: *backups* internos da central de dados e *backups* externos da mesma. Os *backups* internos incluem cópias diárias automatizadas e mantêm um histórico de dois anos. Os *backups* externos são executados semanalmente e mantêm um histórico de até dois anos. Todos os níveis de *backup* utilizam tecnologias de criptografia e o seu acesso é controlado no SIEM da OneSource. De facto, os alertas de nível 1 (isto é, aqueles assinalados como de alto nível) no SIEM são enviados para o CISO para análise das possíveis ameaças à segurança.

##### **Segurança de dados informáticos**

A plataforma implementa mecanismos de segurança para proteger os dados e gerir o acesso a eles. Como a plataforma tem vários componentes independentes, estes estão distribuídos por diferentes servidores. Todos os dados, especialmente os pessoais, são protegidos através de componentes específicos, que apenas permitem o acesso a esses dados e a outros componentes com códigos JWT válidos (gerados através de mecanismos de autenticação válidos). Todos os códigos têm políticas rígidas quanto à sua validade (ou seja, 10 minutos), exigindo novos *logins* para se obterem códigos válidos.

Conforme mencionado, todas as transações que requerem acesso a dados, requerem códigos válidos. Como tal, nenhum acesso a dados pode ser feito sem um login válido e permissões de acesso, que são definidas de acordo com o papel do utilizador (por exemplo, o gestor de uma entidade, ou simplesmente como um utilizador participante no processo OP).

Todos os acessos são analisados no SIEM da OneSource, onde os eventos de nível 1 (assinalados como de alto nível) são enviados para o CISO, enquanto o nível 2 (ou seja, marcado com gravidade média) e o nível 3 (ou seja, marcado com baixa gravidade) são geridos pelo administrador da rede e pelos operadores de sistemas da OneSource.

#### ▪ **e) Preservação de dados pessoais**

Os dados pessoais processados para qualquer finalidade não serão mantidos por mais tempo do que o necessário para esse fim e, em qualquer caso, não mais de um ano após o último acesso do utilizador ao Serviço.

#### ▪ **f) Procedimentos de acesso aos dados pessoais**

Cada utilizador tem o direito de aceder a todos os seus dados pessoais e informações recolhidas através deste Serviço e saber como essas informações são processadas. Se pretender saber

quais as informações e dados pessoais recolhidos, deve dirigir-se, por escrito, ao Processador (es) de Dados).

- **g) Procedimentos de saída**

Cada utilizador tem o direito de se retirar do Serviço e obter a remoção de todos os seus dados pessoais e informações recolhidas através deste Serviço. Se pretender fazê-lo, deve dirigir-se, por escrito, ao Processador (es) de Dados.

- **h) Acesso aberto**

A EMPATIA segue os princípios do Acesso Aberto definidos no Programa de Inovação e Pesquisa Horizonte 2020, da União Europeia. Os conhecimentos recolhidos e criados através da EMPATIA serão publicamente divulgados em formato aberto para qualquer finalidade não comercial, incluindo, especialmente, a investigação, monitorização e avaliação independentes. Em particular, os dados recolhidos e criados através da utilização desta plataforma serão disponibilizados num acervo de dados públicos e serão tomadas medidas para permitir que terceiros acedam, reproduzam e divulguem gratuitamente, com fins não comerciais, junto de qualquer utilizador. Em todo o caso, a EMPATIA divulgará apenas informações que não identifiquem pessoalmente, agrupando e agregando informações de forma a não ser possível identificar dados pessoais.

- **i) Acesso de terceiros a dados pessoais**

Para fornecer algumas funcionalidades da EMPATIA e um alto nível de serviço, a EMPATIA pode partilhar dados de utilizadores com terceiros. Ver mais detalhes sobre os Serviços de Terceiros nos Termos de Serviço aqui ([link](#)).

- **j) Entidade responsável pela aprovação / revisão da política**

Esta política foi desenvolvida pelo Centro de Estudos Sociais de Coimbra, coordenador de Ética da EMPATIA, e aprovada pelo Consórcio.

O Consórcio poderá alterar esta política no futuro, no âmbito dos princípios éticos referidos nos nossos Termos de Serviço. Qualquer política alterada entrará em vigor após a publicação neste Sítio, e o Consórcio fará todos os esforços possíveis para comunicar essas alterações, seja por e-mail ou através do sítio.

- c) **k) Data de funcionamento da Versão e da Política**

A versão atual da política de privacidade é o 1.0. É válida desde 01/01/2017 até que uma nova versão da política seja disponibilizada.

- **l) Enquadramento legal da política**

O quadro regulamentar para a protecção e gestão de dados obedece às seguintes normas e regulamentos da União Europeia e das leis de Portugal, onde o Serviço está efectivamente estabelecido:

**ENQUADRAMENTO INTERNACIONAL:**

- Regulação da Comissão Europeia (EU) Nº 611/2013 de 24 de Junho de 2013 Sobre as medidas aplicáveis à notificação de violação de dados pessoais nos termos da Directiva 2002/58/CE do Parlamento Europeu e do Conselho de Privacidade e Comunicações Eletrónicas.

**ENQUADRAMENTO NACIONAL:**

- Artigo 35º da Constituição da República Portuguesa – utilização da informática
- Lei 67/ 98 – Lei da protecção de Dados Pessoais
- Lei 41/2004 - Regula a protecção de dados pessoais no sector das Comunicações Eletrónicas (alterada e republicada)

- Lei 32/2008 - transpõe a Diretiva da Retenção de Dados, relativa à conservação de dados das comunicações eletrónicas ”

Regulador Nacional: Comissão Nacional de Proteção de Dados - CNPD (<https://www.cnpd.pt/>)

- [Lei nº 43/2004 de 18 de Agosto](#) - regula a organização e o funcionamento da CNPD, bem como o estatuto pessoal dos seus membros.

**1. m) Contacto (Processador (es) de Dados)**

Agradecemos ter dispensado o seu tempo para se informar sobre a política de privacidade da EMPATIA. A EMPATIA acredita firmemente que é cada vez mais importante para o nosso utilizador saber exactamente como os seus dados pessoais são tratados. Se tiver alguma dúvida ou perguntas não respondidas por esta política de privacidade, pode entrar em contacto com o controlador de dados responsável por este serviço, no seguinte endereço:

**ONESOURCE Consultoria Informática, Lda.**

**Rua Dom João de Castro, N° 12**

**3030-384 Coimbra, Portugal**

## ANNEX I Terms of Use Adaptation 1 - Lisbon

### Termos de Serviço EMPATIA - Piloto de Lisboa

#### 2. Definições

Os seguintes termos e condições regulam qualquer utilização do serviço de aplicação da (plataforma) EMPATIA ("Serviço") e todo o conteúdo, serviços e produtos disponíveis em/ou através de [www.lisboaparticipa.pt](http://www.lisboaparticipa.pt) ("Sítio"), nomeadamente LisBoaldeia e Consultas temáticas, excluindo-se todas as outras ferramentas que remetem para links externos de responsabilidade da Câmara Municipal de Lisboa.

Este Serviço e o Sítio são desenvolvidos e geridos no âmbito do projeto EMPATIA ("Projeto"), financiado pelo Programa de Investigação e Inovação Horizonte 2020, da União Europeia, no âmbito do acordo de subvenção n.º 687920. O Serviço é gerido pela OneSource ("Entidade Gestora"), em representação do Consórcio EMPATIA, liderado pelo Centro de Estudos Sociais de Coimbra e composto pelos seguintes parceiros: OneSource (Portugal); D21 (República Checa); Brunel University, Londres (Reino Unido); Università degli Studi di Milano (Itália); ZebraLog (Alemanha); Associação In Loco (Portugal).

A oferta deste Serviço está sujeita à sua aceitação sem modificação de todos os termos e condições aqui contidos e todas as outras regras operacionais, políticas (incluindo, sem limitação, a política de privacidade da EMPATIA) e procedimentos que podem ser publicados ocasionalmente neste Sítio por EMPATIA (coletivamente, o "Acordo").

O uso do sítio está sujeito a estes Termos. Além disso, A Política de Privacidade ([link](#)) explica como usamos qualquer informação pessoal que recolhemos através do sítio. Se não estiver de acordo com estes Termos ou com a nossa Política de Privacidade, não utilize este sítio;

Se estiver a celebrar este contrato em nome de uma empresa ou outra entidade jurídica, declara que tem a autoridade para vincular essa entidade, as suas filiais e todos os utilizadores que acedem aos nossos serviços através da sua conta a estes termos e condições, caso em que os termos "você" ou "seu" devem referir-se a tal entidade, às suas afiliadas e utilizadores a ela associados. Se não tem tal autoridade, ou se não concorda com estes termos e condições, não deve aceitar este acordo e não pode utilizar os serviços.

Antes de aceder ou utilizar o Serviço, deve ler este Acordo cuidadosamente. Ao aceder ou utilizar qualquer parte do Sítio, concorda em ficar vinculado aos termos e condições deste contrato. Se não estiver de acordo com todos os termos e condições deste contrato, então não pode aceder ao Serviço. Se estes termos e condições forem considerados uma oferta da plataforma EMPATIA, a aceitação está expressamente limitada a estes termos.

#### Princípios Éticos

O projeto EMPATIA está empenhado em aplicar os seguintes princípios éticos:

- 6. Inclusão social.** A plataforma EMPATIA deve ser utilizada para reduzir os obstáculos à participação cidadã, visando os grupos sociais mais fracos e fornecendo múltiplos pontos de encontro para um envolvimento ativo. Em nenhuma circunstância a plataforma EMPATIA pode ser utilizada em processos que discriminem grupos ou minorias, ou exclua grupos sociais com direito a participar como parte da comunidade envolvida no processo.
- 7. Qualidade Deliberativa.** A plataforma EMPATIA deve procurar melhorar a qualidade da deliberação nos espaços participativos geridos através da plataforma. Os processos deliberativos disponibilizados através da plataforma EMPATIA devem ser inspirados nos princípios da "situação de expressão ideal", ou seja: (i) ninguém capaz de dar um contributo relevante pode ser excluído; (ii) as vozes dos diferentes participantes têm peso igual; (iii) os participantes têm o direito de dar a sua verdadeira opinião, e (iv) o processo e os procedimentos discursivos estão isentos de coação; os participantes devem estar na posse de todas as informações e recursos necessários à participação num debate informado.



## 8. **Participação Multicanal.** A utilização de meios de

envolvimento de cidadãos baseados na plataforma EMPATIA não deve substituir ou eliminar automaticamente outros canais de participação, mas deve levar à conceção e gestão de Inovações Democráticas multicanal. As inovações democráticas multicanal são processos que integram mensagens e espaços participativos, direcionados a diferentes segmentos da população, num sistema projetado especificamente para aumentar e aprofundar a participação do cidadão no processo de decisão política.

9. **Proteção de Dados Pessoais.** A plataforma EMPATIA deve proteger a privacidade dos seus utilizadores, informá-los sobre os dados que serão recolhidos e solicitar o consentimento explícito para tal, em conformidade também com as regulamentações locais, nacionais e internacionais sobre proteção de dados pessoais. A plataforma EMPATIA deve assegurar a aplicação dos princípios definidos no Regulamento (UE) n.º 1291/2013, que institui o programa Horizonte 2020: "o princípio da proporcionalidade, o direito à privacidade, o direito à proteção dos dados pessoais, o direito à proteção física e à integridade mental da pessoa, o direito à não discriminação e a necessidade de assegurar elevados níveis de proteção da saúde humana "(artigo 19.º do Regulamento (UE) n.º 1291/2013).
10. **Transparência.** A plataforma EMPATIA visa aumentar a responsabilização sobre a implementação das decisões tomadas através dos processos participativos e sobre a atividade global da plataforma e da sua gestão. A plataforma EMPATIA deve seguir os princípios de Acesso Aberto definidos pela Comissão da UE para o Horizonte 2020 e integrados no Artigo 29 da Assembleia Geral da plataforma EMPATIA: todo o conhecimento recolhido e criado através dela deve ser divulgado publicamente em formato aberto para qualquer finalidade não comercial, incluindo, em especial, a investigação, a monitorização e a avaliação independentes. Particularmente, os dados recolhidos e criados através da utilização da plataforma EMPATIA, serão disponibilizados gratuitamente a qualquer utilizador através de uma base de dados pública, com medidas adequadas que permitam a terceiros o acesso, a reprodução e a divulgação para qualquer fim não comercial.
11. **Legalidade.** Nenhum uso ou configuração da plataforma EMPATIA pode infringir ou limitar as leis e regulamentos (locais, nacionais ou internacionais) existentes no contexto em que o projeto-piloto é implementado.
12. A plataforma EMPATIA é concebida, em primeira instância, como uma ferramenta "não-exclusiva" e "não-apropriável". Ela deve estar livremente acessível a terceiros e vocacionada para favorecer a utilização e a reutilização, mais do que um simples meio de troca de mercadorias. Este novo domínio público envolve a distribuição e a propriedade comum de recursos e tecnologias informativas e instrumentais, bem assim como tecnologias projetadas para serem utilizadas pela comunidade pela qual são criados, e noutros locais, por todos aqueles que partilham e respeitam os seus princípios fundamentais. De acordo com esta definição, a plataforma EMPATIA pode ser utilizada por indivíduos, instituições, governos, corporações e outros, com fins lucrativos ou sem fins lucrativos, desde que a utilização em si não resulte na venda direta e na comercialização dos resultados obtidos pela plataforma EMPATIA. Pretende-se que o *software*, os dados e os conteúdos recolhidos e criados por meio da plataforma sejam pertença da comunidade que os gerou.

### - c) **Responsabilidade dos utilizadores**

Os utilizadores do Sítio serão pessoas. As contas registadas por aplicações ou outros métodos automatizados não são permitidas. Os utilizadores podem ser obrigados a fornecer um nome legal para aceder a subseções ou características específicas do serviço.

Cada Utilizador:

- é responsável por manter a segurança da sua conta e senha. O Gestor não poderá e não será responsável por quaisquer perdas ou danos resultantes do incumprimento desta obrigação de segurança
- é totalmente responsável por todas as atividades que ocorrem ao abrigo da sua conta e quaisquer outras ações com ela relacionadas
- deve notificar imediatamente o Gestor de qualquer utilização não autorizada da sua conta, ou de quaisquer outras violações da segurança
- não deve usar o Serviço para qualquer fim ilegal ou não autorizado
- não deve, no uso do Serviço, violar quaisquer leis em vigor na sua jurisdição
- **d) Conteúdos criados pelo utilizador**

Qualquer utilizador que tenha um papel ativo num ou mais do que um dos processos geridos através do Sítio, como por exemplo, o envio de uma proposta, o comentário a uma discussão, a publicação de imagens ou links referentes a uma discussão ou, de alguma forma, disponibilizar (ou permitir que terceiros o façam) material através do Sítio (conteúdos criados pelo utilizador), é inteiramente responsável pelo conteúdo e pelos danos resultantes dessa utilização. Essa responsabilidade é independente do facto de os conteúdos criados revestirem a forma de texto, de gráficos, de arquivo áudio ou software de computador.

Salvo em casos com indicação em contrário, os conteúdos criados pelo utilizador, que sejam resultantes das discussões e dos processos geridos neste Sítio, serão disponibilizados sob a licença *Creative Commons Attribution - Non-commercial - Share 4.0* (em <https://creativecommons.org/licenses/by-nc-sa/4.0/>). Esta é também a licença utilizada para os conteúdos criados pelo Gestor deste Sítio.

Ao disponibilizar conteúdos criados pelos utilizadores, estes garantem que:

- não violarão a política de privacidade do Sítio disponibilizando dados pessoais através dos conteúdos nele publicados;
- o *download*, a cópia e a utilização do Conteúdo dos Utilizadores não infringirão os direitos de propriedade, incluindo, mas não se limitando, aos direitos de autor, patente, marca registrada ou de segredo comercial de terceiros;
- respeitam integralmente quaisquer licenças de terceiros relacionadas com o Conteúdo dos Utilizadores e fazem tudo o que é necessário para transmitir corretamente todos os termos requeridos aos utilizadores finais;
- o Conteúdo dos Utilizadores não contém nem instala vírus, *worms*, *malware*, cavalos de Troia ou outros conteúdos nocivos ou destrutivos;
- o Conteúdo dos Utilizadores não é *spam*, não é criado automática ou aleatoriamente e não contém conteúdos comerciais antiéticos ou indesejados, concebidos para direcionar o tráfego para sítios de terceiros ou aumentar os *rankings* dos seus motores de busca, (como *phishing*) ou induzir em erro os destinatários quanto à fonte dos materiais utilizados (como *spoofing*);
- o Conteúdo dos Utilizadores não contém pornografia, ameaças ou incentivos à violência, e não viola os direitos de privacidade ou publicidade de terceiros;
- o Conteúdo dos Utilizadores não contém mensagens eletrónicas indesejadas, como *links* de *spam* em *newsgroups*, listas de *e-mail*, outros grupos e sítios da Web, assim como



meios promocionais semelhantes não solicitados;

- o Conteúdo dos Utilizadores não é mencionado de forma a enganar os seus leitores, levando-os a pensar que se trata de outra pessoa ou empresa.
- no caso do Conteúdo dos Utilizadores que inclui código de computador, o utilizador deve categorizar e / ou descrever com precisão a licença, tipo, natureza, usos e efeitos dos materiais utilizados.

Cada utilizador pode desativar a conta a qualquer momento. A identificação de informações como nome de utilizador ou fotografia de perfil não ficará associada ao conteúdo publicado anteriormente. No entanto, o Conteúdo do Utilizador já tornado público pelos utilizadores permanecerá, a fim de preservar a integridade dos processos criados através do Serviço.

## **D1) Votos e preferências**

Durante a facilitação de Inovações Democráticas e processos participativos gerenciados neste Site, os utilizadores serão solicitados a manifestar as suas preferências e a dar os seus votos que, ultimamente irão influenciar os resultados desses processos.

Diferentemente de qualquer outro conteúdo gerado por utilizadores, a plataforma EMPATIA anonimiza essas informações através da forma como foi concebida, adotando medidas de segurança e privacidade descritas na política de privacidade para os dados pessoais. (ligação)

### **▪ e) Rescisão**

O Gestor tem o direito de:

- recusar ou retirar qualquer conteúdo que viole as políticas da plataforma EMPATIA ou que, de alguma forma, seja prejudicial ou censurável, ou
- encerrar ou negar o acesso e uso do Serviço a qualquer indivíduo ou entidade que viole as políticas da EMPATIA.

O Gestor poderá vedar o acesso de qualquer utilizador a todo ou parte do Serviço a qualquer momento, com ou sem motivo, com ou sem aviso prévio, com efeitos imediatos. Se um utilizador quiser denunciar este Contrato ou a conta (se tiver uma), pode simplesmente deixar de utilizar o Serviço. Todas as disposições deste Contrato que, pela sua natureza, devem permanecer para além da rescisão, permanecerão, incluindo, sem limitação, disposições relativas à propriedade, isenções de garantia, indemnização e limitações de responsabilidade.

### **▪ f) Cookies**

Para que este serviço funcione corretamente, poderemos colocar pequenos arquivos de dados chamados *cookies* no seu dispositivo. Um *cookie* é um pequeno arquivo de texto que um sítio põe no seu computador ou dispositivo móvel quando visita o Sítio. Ele tem presente as suas ações e preferências (idioma, tamanho da fonte e outras preferências de exibição) durante um certo período de tempo, para que não seja necessário reentrar sempre que voltar ao sítio ou navegar de uma página para outra.

Algumas páginas do nosso serviço usam os *cookies Session* e *Persistent* para ter presente as seguintes preferências:

- *Persistent*: preferências de idioma, como configurações de cores de contraste ou tamanho da fonte;
- Acordo prévio quanto ao uso de *cookies* neste sítio.

*Session*:

*Cookies* de entrada do utilizador (id de sessão), como *cookies* de primeira pessoa, para acompanhar a entrada do utilizador ao preencher formulários, durante a duração de uma sessão;

A ativação destes *cookies* não é estritamente necessária para que o sítio funcione, mas fornecerá uma melhor experiência de navegação. É possível excluir ou bloquear estes *cookies*, mas, se tal acontecer, alguns recursos deste sítio poderão não funcionar como pretendido. Os *cookies* não podem identificá-lo e os dados do padrão estão totalmente sob nosso controle. Estes *cookies* não são utilizados para qualquer fim diferente do aqui descrito.

Alguns sub-sítios da plataforma EMPATIA podem utilizar *cookies* adicionais ou diferentes dos acima descritos. Se assim for, os detalhes serão fornecidos na sua página específica de notificação de *cookies*. Pode ser-lhe pedido para concordar em armazenar estes *cookies*. Pode igualmente controlar e / ou excluir *cookies* como desejar - para obter detalhes, consultar [aboutcookies.org](http://aboutcookies.org). Pode também excluir todos os *cookies* que já estão no seu computador, bem assim como definir a maioria dos motores de busca, de forma a impedir que sejam colocados. Nesse caso, no entanto, talvez seja necessário ajustar manualmente algumas preferências cada vez que visitar um sítio, e alguns serviços e funcionalidades podem não funcionar.

#### ▪ g) Software de terceiros

Utilizamos software de terceiros listado nesta página para fornecer funcionalidades adicionais e um serviço de alto desempenho. A plataforma EMPATIA partilha dados com esses serviços e, por conveniência, essa página fornece *links* para políticas de privacidade de terceiros. Para mais informações, consulte a nossa Política de Privacidade (*link*).

### Google Analytics

Acompanha visualizações de página e outras estatísticas de utilização. O Google obtém endereços IP de utilizadores e outros metadados de sessão e URLs de páginas visitadas que têm títulos de discussão e nomes de grupo.

#### ▪ h) Isenção de Garantias

O Serviço é fornecido "tal e qual". O Gestor renuncia a todas as garantias de qualquer tipo, expressas ou implícitas. Nem o Gestor, nem o Consórcio ou os seus fornecedores e licenciadores, garantem que o Serviço estará isento de erros ou que o acesso a ele será contínuo ou ininterrupto. Os utilizadores podem descarregá-lo ou obter conteúdos ou serviços através dele por sua própria conta e risco.

#### ▪ i) Limitação de Responsabilidade

Em nenhum caso, o Gestor, o Consórcio ou os seus fornecedores e licenciadores, serão responsáveis relativamente a qualquer assunto constante deste acordo, sob qualquer contrato, negligência, responsabilidade estrita ou outro aspeto legal relativo a:

- qualquer violação das leis pelos utilizadores;
- quaisquer danos particulares, acidentais ou consequentes;
- custos de aquisição de produtos ou serviços de substituição;
- interrupção do uso e perda ou corrupção de dados.

#### j) Regras para alterar o ToS

Estes termos podem ser alterados regularmente. Em caso de utilização do sítio após qualquer alteração, considera-se que a alteração foi aceite. Podem ser aplicados termos adicionais a certas áreas deste sítio, como pedidos de financiamento ou pagamento de eventos. Reservamo-nos o direito de modificar estes Termos a qualquer momento e os termos modificados vigoram a partir da sua publicação neste *website*. Informá-lo-emos destas alterações através do correio eletrónico ou do Serviço. O uso continuado ou o acesso ao Serviço após a publicação de quaisquer alterações a este Contrato constitui aceitação dessas alterações. O Serviço poderá também, no futuro, oferecer novos serviços e / ou funcionalidades (incluindo o lançamento de novas ferramentas e recursos). Estes novos recursos e / ou serviços estarão sujeitos aos termos e condições deste Contrato.

d)

**k) Declaração Final e Garantia**

Cada Utilizador declara e garante que:

- A utilização do Serviço estará em estrita conformidade com a Política de Privacidade da plataforma EMPATIA (*link*), com este Contrato e com todas as leis e regulamentos aplicáveis (incluindo, sem limitação, quaisquer leis ou regulamentos locais do seu país, Estado, cidade ou outro departamento governamental, quanto à conduta *on-line* conteúdo aceitável), e
- A utilização do Serviço não infringirá os direitos de propriedade intelectual de terceiros nem procederá à sua apropriação indevida.

**l) Legislação Aplicável**

Estes Termos de Serviço regem-se pelas leis portuguesas e os tribunais de Portugal são competentes para julgar qualquer litígio deles resultante.

## ANNEX J Local Agreement 1 - Lisbon

### PROTOCOLO DE COOPERAÇÃO

ENTRE:

**CENTRO DE ESTUDOS SOCIAIS**, pessoa colectiva número 500.825.840, com sede na Praça D. Dinis, Colégio de S. Jerónimo, Apartado 3087, 3000-995 Coimbra, neste ato representada por [...], na qualidade de [...], adiante designada por "**Primeira Parte**",

E

**ONESOURCE, CONSULTORIA INFORMÁTICA, LDA.**, pessoa colectiva número 505.172.224, com sede em Urbanização Ferreira Jorge Lote 14, 1º Dto, 3040-016 Coimbra, neste ato representada por [...], na qualidade de [...], adiante designada por "**Segunda Parte**",

E

**ASSOCIAÇÃO IN LOCO, DE INTERVENÇÃO, FORMAÇÃO E ESTUDOS PARA O DESENVOLVIMENTO LOCAL**, pessoa colectiva número 502.091.835, com sede na Avenida da Liberdade, 101, 8150-101 São Brás de Alportel, neste ato representada por [...], na qualidade de [...], adiante designada por "**Terceira Parte**",

E

**MUNICÍPIO DE LISBOA**, pessoa colectiva número 500.051.070, com sede na Praça do Município, 1149-014 Lisboa, neste ato representado pelo Senhor Vereador Jorge Máximo, com competências delegadas na área dos Sistemas de Informação nos termos do Despacho n.º 142/P/2015, publicado no 2.º Suplemento ao Boletim Municipal n.º 1139, de 17 de Dezembro, adiante designado por "**Quarta Parte**",

CONSIDERANDO QUE:

- A. A **Primeira Parte** apresentou, em parceria, entre outros, com a **Segunda Parte** e a **Terceira Parte** (Adiante conjuntamente designados por "CONSÓRCIO"), a financiamento pela União Europeia, através do programa Horizonte 2020, o projeto denominado "*Enabling Multichannel Participation Through ICT Adaptations – EMPATIA*";
- B. O referido projeto propõe melhorar e expandir a inclusão e o impacto dos processos participativos, através da criação dum protótipo de plataforma TIC adaptável a diferentes contextos sociais e institucionais, respondendo aos desafios de cada comunidade;
- C. O projecto prevê a experimentação da plataforma em diversos projectos-piloto, nos quais estão já envolvidos o Município de Wuppertal, na Alemanha, e o Município de Říčany, na República Checa;

- D. O CONSÓRCIO pretende testar a plataforma, em contexto piloto, também no município Lisboa, uma comunidade que representa um amplo espectro de capacidade administrativa e experiência com o Orçamento Participativo;
- E. O CONSÓRCIO pretende desenvolver atividade de pesquisa quantitativa e qualitativa em relação aos impactos da plataforma no contexto dos pilotos;
- F. O CONSÓRCIO propôs à **Quarta Parte** a criação e experimentação gratuita de uma plataforma TIC capaz de alojar diferentes processos de participação dos cidadãos na definição e gestão de políticas públicas, devidamente adaptada ao contexto do último, incluindo links diretos para ferramentas de participação já existentes ("Na Minha Rua", "Orçamento Participativo", "Consultas Públicas" e "Lisboa Aberta") e disponibilizando duas novas ferramentas de participação digital ("LisBOAideia" e "Lisboa em Debate");
- G. O CONSÓRCIO irá desenvolver e referida plataforma, e, após experimentação, disponibilizá-la à comunidade, em software aberto e gratuito;
- H. A **Quarta Parte** aceita testar a plataforma TIC em piloto, não se vinculando a qualquer acordo estabelecido entre o CONSÓRCIO e terceiros, nomeadamente quaisquer entidades financiadoras;

É CELEBRADO E RECIPROCAMENTE ACEITE O PRESENTE PROTOCOLO DE COOPERAÇÃO, QUE VISA A EXPERIMENTAÇÃO DE UMA PLATAFORMA TIC, QUE SE REGERÁ PELOS CONSIDERANDOS ANTERIORES E PELOS TERMOS E CONDIÇÕES CONSTANTES DAS CLÁUSULAS SEGUINTE:

#### Cláusula 1.<sup>a</sup>

##### Objeto

1. O presente Protocolo tem por objeto a definição das regras de colaboração entre a **Primeira Parte**, a **Segunda Parte**, a **Terceira Parte** e a **Quarta Parte** (Adiante conjuntamente designados por "PARTES") na experimentação de uma plataforma TIC a desenvolver pelo CONSÓRCIO, no âmbito do projecto "*Enabling Multichannel Participation Through ICT Adaptations – EMPATIA*", financiado pela União Europeia, através do programa horizonte 2020, devidamente adaptada ao contexto do último, nos termos e em conformidade com o documento junto ao presente Protocolo como Anexo I.

#### Cláusula 2.<sup>a</sup>

##### Obrigações Do Consórcio

1. No cumprimento do presente Protocolo, a **Primeira Parte**, a **Segunda Parte** e a **Terceira Parte** obrigam-se, para além das demais obrigações legais e das constantes do clausulado deste documento, a:
  - a) Desenvolver, implementar e colocar em pleno funcionamento uma plataforma TIC em software aberto e gratuito, devidamente adaptada ao piloto, nos termos e em conformidade com o documento junto ao presente Protocolo como Anexo I, suportando os respectivos custos;

- b) Assegurar o alojamento e a infraestrutura tecnológica necessários ao suporte da plataforma;
- c) Disponibilizar à **Quarta Parte** a referida plataforma, bem como toda a documentação, suporte e manutenção necessários à sua instalação, testes, funcionamento e desenvolvimento;
- d) Colaborar com a **Quarta Parte** na identificação e conceção dos elementos que esta pretende disponibilizar ao público através da referida plataforma;
- e) Analisar as funcionalidades complementares identificadas e definidas pela **Quarta Parte**, apresentar um plano para a sua disponibilização e quais serão alvo de concepção e implementação integrada na plataforma;
- f) Assegurar o interface da plataforma com os websites do Orçamento Participativo ([www.lisboaparticipa.pt](http://www.lisboaparticipa.pt)), da Câmara Municipal de Lisboa ([www.cm-lisboa.pt](http://www.cm-lisboa.pt)) e outros que venham a revelar-se necessários, após solicitação da **Quarta Parte**;
- g) Assegurar a formação das equipas da **Quarta Parte** no âmbito das valências e funcionamento da plataforma em local a definir pela **Quarta Parte**;
- h) Garantir os serviços de help-desk, com resposta num período máximo de 3 (Três) dias úteis, e manutenção da plataforma, assegurando todos os esforços para o seu bom funcionamento no mais curto espaço de tempo possível, relativamente a erros de implementação;
- i) Corrigir as anomalias e realizar as alterações necessárias à plena operacionalidade do software da plataforma;
- j) Informar imediatamente a **Quarta Parte** sempre que os trabalhos sofram quaisquer atrasos e/ou testes;
- k) Agendar reuniões trimestrais para informação e avaliação do andamento dos trabalhos;
- l) Remeter à **Quarta Parte** imediatamente antes da cessação do presente Protocolo, o código fonte do software da plataforma, bem como migrar e instalar a plataforma no Datacenter da Câmara Municipal de Lisboa, garantindo a perfeita operacionalidade da mesma de modo a que não haja quebra de serviço;
- m) Não utilizar os dados cujo acesso lhe seja permitido nos termos do presente Protocolo para fim diverso da execução do objecto do mesmo;
- n) Não fazer quaisquer cópias, integrais ou parciais, dos dados pessoais e nominativos cujo acesso lhe seja permitido nos termos do presente Protocolo;
- o) Permitir à **Quarta Parte** o acesso a documentos e componentes técnicos;
- p) Não imputar quaisquer custos à **Quarta Parte** por serviços prestados durante a vigência do presente Protocolo, bem como após o mesmo nos termos do número seguinte;
- q) Garantir a correta aplicação dos melhores princípios e procedimentos éticos de investigação durante o desenvolvimento do projeto, bem como a confidencialidade e o armazenamento seguro dos dados recolhidos;

- r) Garantir todos os meios e suportar todos os encargos, nomeadamente deslocações, que sejam necessários e adequados à execução do presente Protocolo;
- s) Assumir a reparação ou indemnização de todos os prejuízos, que lhes sejam imputáveis conjunta ou individualmente, e os mesmos sejam sofridos pela **Quarta Parte** ou por terceiros no âmbito da execução do presente Protocolo;
- t) Promover todas as ações que garantam o cumprimento das condições ora acordadas, bem como a execução pontual das intervenções assumidas;
- u) Assegurar o cumprimento do acordado no presente Protocolo por todas as entidades, respectivos colaboradores e trabalhadores, que tenham participação no projecto-piloto, em qualquer das suas fases, e responsabilizar-se – conjunta e solidariamente – por qualquer incumprimento;
- v) Nomear um responsável, que seja o interlocutor das PARTES com a **Quarta Parte** para todos os assuntos relacionados com o presente Protocolo, no prazo de 10 (Dez) dias após a assinatura deste documento.
2. A **Segunda Parte** obriga-se a, no prazo de 90 (noventa) dias após a cessação por qualquer forma do presente Protocolo, prestar gratuitamente à **Quarta Parte** todo o apoio à migração e instalação da plataforma para o Datacenter, nomeadamente apoio à equipa de configuração, manutenção e monitorização do alojamento e infraestrutura tecnológica de suporte à plataforma, de modo a garantir o correto funcionamento da mesma.

### Cláusula 3.ª

#### Obrigações Da Quarta Parte

1. A **Quarta Parte** compromete-se a:
- a) Utilizar em piloto a plataforma, como ferramenta de gestão do LisBOAideia e Lisboa em Debate, integradas num portal com links para outros dispositivos de participação, sem prejuízo do disposto no número seguinte e nas cláusulas 7.ª e 8.ª;
  - b) Apoiar o CONSÓRCIO na identificação das necessidades processuais e tecnológicas necessárias ao desenvolvimento da plataforma no âmbito da sua experimentação;
  - c) Identificar e testar as funcionalidades complementares que sejam do seu particular interesse integrar na plataforma;
  - d) Nomear um responsável, que seja o interlocutor entre as PARTES para todos os assuntos relacionados com o presente Protocolo, no prazo de 10 (Dez) dias após a assinatura deste documento.
2. A **Quarta Parte** reserva-se o direito de, no seu exclusivo critério, utilizar a plataforma durante o prazo de vigência do presente Protocolo.

### Cláusula 4.ª

#### Coordenação E Responsabilidade Por Tarefas



1. A **Primeira Parte** é a coordenadora no CONSÓRCIO no âmbito do presente Protocolo, assumindo a coordenação daquelas entidades na execução do mesmo, bem como a responsabilidade pelo respetivo cumprimento por todos os que participem no projeto-piloto.
2. Sem prejuízo do estabelecido no número anterior, a responsabilidade pelas tarefas referidas no número 2 da cláusula segunda é particularmente cometida à **Segunda Parte**.

#### Cláusula 5.<sup>a</sup>

##### **Direitos De Autor E Propriedade Intelectual**

1. Com o final do presente Protocolo, o CONSÓRCIO obriga-se a disponibilizar a plataforma à comunidade, em software aberto e gratuito, sem prejuízo do estabelecido no número seguinte.
2. Relativamente aos contributos da **Quarta Parte**, com o final do Protocolo, ocorre a transferência da posse e propriedade dos elementos a desenvolver ao abrigo do presente protocolo para a mesma, incluindo os direitos de autor e propriedade intelectual e demais direitos conexos sobre todas as criações intelectuais respeitantes à plataforma, nomeadamente a respetiva documentação, escritos, esquemas, desenhos, grafismo, imagens, fotografias, que venham a ser desenvolvidos ou personalizados no âmbito da execução do presente.
3. Os resultados científicos da atividade de investigação desenvolvida pelo CONSÓRCIO no âmbito do projeto, incluindo dados agrupados e anonimizados sobre pilotos, serão disponibilizados à comunidade em formato aberto e gratuito em conformidade com a política de dados abertos estabelecida pelo programa Horizonte2020.

#### Cláusula 6.<sup>a</sup>

##### **Sigilo E Confidencialidade**

1. Salvaguardando-se o direito do CONSÓRCIO de divulgar os resultados do projeto que resultem de dados agrupados e anonimizados, todas as informações e documentação, técnica, financeira, jurídica ou outra, relativa à **Quarta Parte**, que o CONSÓRCIO tenha conhecimento ao abrigo da execução do Protocolo são de natureza confidencial, obrigando-se este a guardar absoluto sigilo.
2. A informação e a documentação cobertas pelo dever de sigilo não podem ser transmitidas a terceiros, nem objecto de qualquer uso ou modo de aproveitamento que não o destinado direta e exclusivamente à execução do Protocolo.
3. O CONSÓRCIO fica vinculado às disposições legais sobre protecção de dados pessoais constantes na Lei n.º 67/98, de 26 de outubro, na demais legislação nacional e nas Diretivas Europeias, não os utilizando para outros fins, nem os fornecendo a terceiros e mantendo-os guardados nos processos respectivos.
4. O CONSÓRCIO assegura o cumprimento das obrigações estabelecidas nos números anteriores por parte dos respectivos colaboradores, trabalhadores e fornecedores.



5. As disposições da presente cláusula permanecerão válidas e em vigor mesmo após a cessação do presente Protocolo.

6. Sem prejuízo do disposto nos números anteriores da presente cláusula, as PARTES poderão publicitar livremente a celebração do presente Protocolo, sempre que tal publicidade não envolva divulgação de informação confidencial.

#### Cláusula 7.<sup>a</sup>

##### **Revisão Ao Protocolo**

O presente Protocolo pode ser objeto de revisão, por acordo das PARTES, no que se mostre estritamente necessário, ou unilateralmente pela **Quarta Parte** devido a imposição legal ou ponderoso interesse público.

#### Cláusula 8.<sup>a</sup>

##### **Vigência Do Protocolo**

1. O presente Protocolo produz efeitos a partir da data da sua assinatura e extingue-se, por caducidade, em 31 de dezembro de 2017 ou caso haja prorrogação do prazo do projeto, até junho de 2018, sem prejuízo dos deveres e obrigações acessórias da **Segunda Parte** que devam perdurar para além da cessação do Protocolo.
2. As PARTES poderão fazer cessar, a todo o tempo, o presente protocolo, mediante o cumprimento de um pré-aviso de 30 (trinta) dias às demais partes, não existindo o pagamento de eventuais indemnizações.

#### Cláusula 9.<sup>a</sup>

##### **Comunicações Entre As Partes**

1. Cabe à **Primeira Parte** a interlocução com a **Quarta Parte** em nome de todas as demais Partes do presente Protocolo.
2. Todas as comunicações entre as PARTES e relativas ao presente Protocolo deverão ser endereçadas às respectivas sedes constantes do preâmbulo deste documento, salvo se, entretanto, alguma delas indicar à outra, por escrito, um endereço diferente para esse fim.

#### Cláusula 10.<sup>a</sup>

##### **Regime Supletivo Legal**

Em tudo o que não estiver expressamente previsto no presente Protocolo, aplicar-se-ão as disposições legais vigentes no ordenamento jurídico português.

#### Cláusula 11.<sup>a</sup>

##### **Disposições Finais**

1. O presente Protocolo contém a totalidade do acordo e entendimento entre as PARTES relativamente ao seu objeto, integrando e sobrepondo-se a quaisquer acordos, compromissos e comunicações anteriores, verbais ou escritas, entre as PARTES.

2. **A Quarta Parte** não é parceiro do CONSÓRCIO no projecto

e não assume qualquer responsabilidade perante o mesmo – conjuntamente ou perante cada um dos seus elementos –, para além do aqui estipulado.

3. O presente Protocolo não envolve qualquer contrapartida financeira por parte da **Quarta Parte**, independentemente dos custos incorridos pelo CONSÓRCIO ao abrigo do presente serem ou não elegíveis para efeitos do projeto.
4. O não exercício por uma das PARTES de qualquer dos seus direitos ao abrigo deste Protocolo não poderá ser interpretado como renúncia dessa Parte àqueles direitos, e a renúncia por uma das PARTES a qualquer dos seus direitos não poderá ser tida como implicando a renúncia a quaisquer outros direitos.
5. Qualquer alteração ou aditamento ao presente Protocolo deverá ser reduzido a escrito, com menção de cada uma das cláusulas eliminadas e da redação que passa a ter cada uma das aditadas ou modificadas, e assinada pelos representantes de cada uma das PARTES.
6. As PARTES comprometem-se a explorar todas as possibilidades para chegarem a uma solução amigável no caso de surgirem diferendos sobre a interpretação ou aplicação do presente Protocolo.
7. No caso de não se obter a solução amigável referida no ponto anterior, as partes desde já designam como competente o tribunal da Comarca de Lisboa.

Cláusula 12.<sup>a</sup>

**Anexos**

1. O presente Protocolo é composto pelo presente documento e pelos seguintes documentos anexos que dele fazem parte integrante:
  - a) Anexo I – Proposta de Reestruturação da Área de Participação Cidadã.

Feito e assinado em Lisboa, aos [...], em quadruplicado, ficando um exemplar na posse de cada Parte.

Pelo Centro de Estudos Sociais

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Pela One Source, Consultoria Informática, Lda.

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Pela Associação In Loco, de Intervenção, Formação e Estudos para o Desenvolvimento Local

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Pelo Município de Lisboa

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## ANNEX K Privacy Policy Adaptation 2 - Milan

### Informativa sulla Privacy

Il seguente documento sulla Privacy illustra le nostre pratiche relative ai tipi di dati personali raccolti attraverso l'utilizzo del servizio applicativo EMPATIA ("Servizio") sul sito <http://www.bilanciopartecipativomilano.it> ("Sito").

Il Servizio e l'interfaccia del Sito sono sviluppati e gestiti nell'ambito del progetto EMPATIA ("Progetto"), che ha ricevuto un finanziamento dall'Unione Europea nel programma di ricerca e innovazione Horizon2020, con provvedimento N° 687920. Il Servizio è gestito dall'Università di Milano per conto del Consorzio EMPATIA ("EMPATIA"), guidato dal Centro per gli Studi Sociali di Coimbra (Portogallo) e composto dai seguenti partner: OneSource (Portogallo); D21 (Repubblica Ceca); Brunel University London; (Regno Unito); Università degli Studi di Milano (Italia) Zebralog; (Germania); Associação In Loco (Portogallo).

Questo documento relativo alla normativa sulla Privacy spiega come EMPATIA utilizza le informazioni personali raccolte tramite questo servizio, come vengono utilizzate, con chi sono condivise, il modo in cui vengono gestite, archiviate e protette.

Questa privacy policy integra le [Privacy Policy del Comune di Milano](#), che rispettano la legislazione nazionale ed europea in materia.

#### a) Ruolo delle organizzazioni coinvolte

La gestione dei dati di questo Sito è condivisa tra le seguenti organizzazioni:

3. Titolare del trattamento: Comune di Milano; tutti i dati di seguito considerati sono di proprietà esclusiva del Comune di Milano

Responsabile esterno del trattamento dei dati per le finalità specificate nella presente Privacy policy: Università degli Studi di Milano (<http://www.unimi.it/>)

#### b) Finalità della Raccolta Dati

I dati personali sono raccolti e gestiti nell'ambito di questo procedimento per i seguenti scopi:

13. Garantire l'autenticazione univoca di utenti, necessaria per partecipare al Bilancio Partecipativo del Comune di Milano;
14. Svolgere il monitoraggio dei processi attivati e attività di ricerca sociologica sugli esiti del Bilancio Partecipativo del Comune di Milano;
15. Fornire informazioni periodiche per quanto riguarda il contenuto del Sito, secondo le preferenze di notifica configurate da ciascun utente;
16. Comunicare con gli utenti per ciò che riguarda eventuali aggiornamenti del Servizio e i suoi termini;

In nessun caso il Titolare potrà:

- cedere ad altri, in nessuna forma, i dati raccolti su questo Sito, per nessun motivo.
- utilizzare i dati personali raccolti su questo Sito a scopo di lucro.

#### c) Dati raccolti

Dati personali

I seguenti dati personali sono raccolti su questo sito per la registrazione di nuovi utenti:

- Nome

- Indirizzo Email

- Età
- Genere
- Titolo di studio

Per accedere ad alcune funzioni specifiche della piattaforma quali ad esempio la votazione o l'invio di proposta, sarà richiesto agli utenti di fornire inoltre anche uno o più dei seguenti dati necessari ad una identificazione certa dell'utente:

- Codice fiscale
- Numero di cellulare
- CAP di residenza
- Municipio di residenza

Voti, preferenze, questionari e sondaggi:

Il Sito proporrà agli utenti diverse sessioni di raccolta di voti e preferenze riguardanti possibili scelte di interesse pubblico, collegate alle consultazioni ed alle innovazioni democratiche gestite tramite il Servizio.

EMPATIA potrebbe inoltre proporre questionari e sondaggi per gli utenti di questo Servizio per quanto riguarda ad esempio l'esperienza degli utenti con il Servizio o altri argomenti relativi alle Innovazioni Democratiche gestite tramite il Servizio.

Voti, preferenze, sondaggi e questionari sono volontari.

EMPATIA non usa tali informazioni per identificare i suoi visitatori. Tali informazioni sono trattate per finalità di ricerca e disseminazione solo dopo un accurato processo di anonimizzazione.

Informazioni non-riconducibili ad una persona

Il Servizio raccoglie anche informazioni non-personalmente-identificabili del tipo che i browser e i web server di solito mettono a disposizione, come ad esempio: il tipo di browser, la lingua preferita, il sito di riferimento, e la data e l'ora di ogni richiesta dei visitatori.

Informazioni potenzialmente riconducibili ad una persona

Il Servizio raccoglie informazioni potenzialmente personalmente-identificabili come l'IP (Internet Protocol). EMPATIA non usa tali informazioni per identificare i suoi visitatori e non divulga tali informazioni, adottando le stesse misure di sicurezza e Privacy descritti in questo documento per i dati personali.

Contenuti generati dall'utente e informazioni di identificazione personale

Il Servizio può ospitare discussioni, commenti, proposte e altri contenuti generati dagli utenti durante l'utilizzo della piattaforma.

Questi Contenuti Generati dall'Utente possono rendere l'utente personalmente riconoscibile anche a terze parti e in alcuni casi al pubblico. Gli utenti rimangono responsabili del contenuto generato sul Sito e sono tenuti a non rendere disponibili le proprie informazioni personali attraverso i contenuti pubblicati su questo Sito.

Ogni utente può configurare le impostazioni di Privacy relative ai propri contenuti pubblicati ed alla propria visibilità sul web.

Per ulteriori informazioni in merito ai Contenuti Generati dall'Utente si prega di consultare i [Termini di Servizio](#).

#### **d) Sicurezza e integrità dei dati**

EMPATIA prende tutte le misure necessarie per proteggere i dati e contenuti personali da perdita, uso improprio e accesso non autorizzato, divulgazione, alterazione e distruzione.

##### **Sicurezza fisica dei dati**

Il locale nel quale sono collocati i server in cui i dati vengono archiviati e conservati ha rigorose norme di sicurezza per quanto riguarda l'accesso fisico. L'accesso è limitato al personale afferente alle strutture informatiche del Dipartimento di Informatica e avviene tramite ingresso protetto da tastiera con codice personale.

L'infrastruttura per l'archiviazione dei dati è supportata da server ridondanti e sistemi di storage professionali con meccanismi attivi di ridondanza e protezione riguardanti sia i dischi che i collegamenti tra storage ed i server che compongono l'infrastruttura.

Il sistema di backup comprende procedure automatizzate per effettuare quotidianamente le operazioni di salvataggio dei dati. I backup mantengono uno storico di due mesi.

##### **Sicurezza logica dei dati**

I dati sono memorizzati su un server virtuale ospitato nella infrastruttura cloud del Dipartimento di Informatica a sua volta protetta da firewall, IDS e SOC di Ateneo. Il server è gestito da sistema operativo Linux CentOS 7 con aggiornamenti periodici di sicurezza rilasciati dalla distribuzione, e sistemi di protezione SELinux, firewall e RootKit Hunter.

#### **e) Conservazione dei dati personali**

I dati personali, trattati per qualsiasi scopo, non sono conservati per un periodo superiore a quello necessario a tale scopo e in nessun caso per un periodo superiore ad un anno dopo l'ultimo accesso al Servizio da parte dell'utente.

#### **f) Procedure per l'accesso ai dati personali**

Ogni utente ha il diritto di accedere a tutti i propri dati e a tutte le informazioni personali raccolte attraverso questo Servizio e di sapere come queste informazioni vengono elaborate. Per sapere quali informazioni e dati personali vengono raccolti, si può scrivere al Responsabile del trattamento dei dati (Comune di Milano), secondo la procedura individuata al punto I.

#### **g) Procedure di recesso**

Ogni utente ha il diritto di recedere dal Servizio e ottenere la rimozione di tutti i suoi dati e informazioni personali raccolte attraverso questo Servizio. Se si desidera recedere dal Servizio si può scrivere al Titolare del trattamento dei dati (Comune di Milano), secondo la procedura individuata al punto I.

#### **h) Open Access**

EMPATIA segue i principi di Open Access definiti dal programma di Ricerca e Innovazione Horizon 2020 dell'Unione Europea: le informazioni e le conoscenze raccolte e generate da EMPATIA dovranno essere pubblicamente disseminate in un formato aperto al riuso per qualunque scopo non commerciale, tra cui in particolare la ricerca e il monitoraggio e valutazione indipendenti. In particolare i dati raccolti e generati attraverso l'uso della piattaforma di EMPATIA saranno rilasciati sotto una licenza aperta (<https://creativecommons.org/licenses/by-nc-sa/3.0/it/>) e saranno adottate misure per rendere possibile a terze parti accedervi, estrapolarli, riprodurli e diffonderli per qualunque scopo non commerciale, a titolo gratuito per qualsiasi utente. In ogni caso EMPATIA rilascerà solo e soltanto informazioni non-personalmente identificabili, raggruppando e aggregando le informazioni di modo che non sarà in alcun caso possibile identificare i dati personali.

Il rilascio dei dati non sarà immediato ma sarà sottoposto ad un periodo di sospensione non superiore a 6 mesi, necessari a garantire la piena anonimizzazione del contenuto.

**i) Ente responsabile dell'approvazione/revisione della normativa****sulla Privacy**

Questo documento è stato sviluppato dal Centro di Studi Sociali di Coimbra, coordinatore Etico di EMPATIA, insieme all'Università degli Studi di Milano, responsabile del Trattamento, e approvato dal Comune di Milano, titolare del Trattamento.

Il Comune di Milano può modificare questo documento in futuro, nell'ambito della propria strategia di applicazione della normativa nazionale ed internazionale sulla protezione della privacy. Il gestore del Servizio comunicherà tempestivamente a tutti gli utenti queste modifiche via e-mail o attraverso il sito.

**j) Versione e data operativa della normativa**

La versione attuale della normativa sulla Privacy è la 1.0.

È valida dal 01/09/2017 fino al rilascio di una nuova versione del documento.

**k) Quadro normativo**

Il quadro normativo per la protezione e la gestione dei dati personali è definito dalle seguenti norme e regolamenti del Comune di Milano, dell'Italia e dell'Unione Europea:

- [D. Lgs.30 giugno 2003, n. 196 "Codice in materia di protezione dei dati personali"](#)
- [Direttiva 1995/46 del Parlamento europeo e del Consiglio \(regolamento generale sulla protezione dei dati\)](#)
- [Regolamento \(UE\) 2016/679 del Parlamento europeo e del Consiglio, del 27 aprile 2016, relativo alla protezione delle persone fisiche con riguardo al trattamento dei dati personali, nonché alla libera circolazione di tali dati e che abroga la direttiva 95/46/CE \(In vigore solo dal 2018\)](#)

**l) Contatti**

Grazie di aver trovato il tempo per consultare le nostre norme sulla Privacy. Crediamo fortemente che sia sempre più importante, per i nostri utenti, sapere esattamente come vengono trattati i loro dati personali.

Se avete domande o dubbi che non trovano risposta in questo documento, siete pregati di contattare il titolare in carica per questo Servizio, al seguente indirizzo:

[info@bilanciopartecipativomilano.it](mailto:info@bilanciopartecipativomilano.it)

## ANNEX L Terms of Use Adaptation 2 - Milan

### Termini di servizio

I seguenti termini e condizioni ("Termini") regolano tutto l'uso del servizio applicativo EMPATIA ("Servizio") sul Sito <http://www.bilanciopartecipativomilano.it> ("Sito").

Il Servizio e l'interfaccia del Sito sono sviluppati e gestiti nell'ambito del progetto EMPATIA ("Progetto"), che ha ricevuto un finanziamento dall'Unione Europea nel programma di ricerca e innovazione Horizon2020, con convenzione di sovvenzione No 687920. Il Servizio è gestito dall'Università di Milano ("Gestore") per conto del Comune di Milano e del Consorzio EMPATIA ("EMPATIA"), guidato dal Centro per gli Studi Sociali (CES) di Coimbra (Portogallo) e composto dai seguenti partner: OneSource (Portogallo); D21 (Repubblica Ceca); Brunel University London; (Regno Unito); Università degli Studi di Milano (Italia) Zebralog; (Germania); Associação In Loco

Il servizio offerto è soggetto alla vostra accettazione senza modifiche di tutti i termini e le condizioni contenute nel presente Accordo e di tutte le altre disposizioni operative, norme e le procedure che possono essere pubblicate di volta in volta dal Gestore di questo Sito (collettivamente, l'"Accordo").

L'utilizzo del Sito è soggetto a questi Termini. Inoltre, la nostra **privacy policy** (*che sarà pubblicata a partire dal Settembre 2017, in coincidenza dell'avvio della raccolta di dati personali sul Sito*) spiega come utilizziamo le informazioni personali che raccogliamo attraverso il Sito. Se non siete d'accordo con questi Termini o la normativa sulla privacy, si prega di non utilizzare questo Sito.

Se si sta entrando in questo Accordo per conto di una società o altro soggetto giuridico, si dichiara di avere l'autorità di vincolare tale ente, i suoi affiliati e tutti gli utenti che accedono ai nostri servizi attraverso il vostro account a questi termini e condizioni, nel qual caso i termini "voi" o "vostro" si riferisce a tale soggetto, i suoi affiliati e gli utenti ad esso associati. Se non si dispone di tale autorità, o se non sei d'accordo con questi termini e condizioni, questo Accordo non può essere accettato e non se ne possono utilizzare i servizi.

Si prega di leggere attentamente questo Accordo prima di accedere o utilizzare il Servizio. Accedendo o utilizzando qualsiasi parte del Sito, l'utente accetta di essere vincolato ai termini e alle condizioni del presente contratto. Se non si accettano tutti i termini e le condizioni del presente contratto, allora non si può accedere al Servizio.

### 1 - Principi Etici di EMPATIA

EMPATIA si impegna a rispettare i seguenti principi etici in tutti gli usi del Servizio:

- 4. Inclusione sociale.** Il Servizio deve essere utilizzato per ridurre gli ostacoli alla partecipazione dei cittadini alla vita democratica della propria comunità, focalizzandosi sui gruppi sociali più deboli e fornendo molteplici alternative per il coinvolgimento attivo. In nessun caso il Servizio può essere utilizzato in processi che discriminano gruppi o minoranze, o escludono gruppi sociali che hanno diritto di partecipare come parte della comunità impegnata nel processo.
- 5. Qualità deliberativa.** Il Servizio deve puntare a migliorare la qualità del dibattito pubblico tramite gli spazi partecipativi gestiti attraverso la piattaforma. I processi deliberativi che sono gestiti tramite il Servizio devono essere ispirati alle "condizioni ideali del discorso", quali: (i) nessuno che sia in grado di dare un contributo rilevante può essere escluso, (ii) i partecipanti hanno voci di pari peso, (iii) sono liberi di esprimere il proprio onesto parere senza inganno o auto-inganno, e (iv) non vi è alcuna costrizione integrata nel processo né nelle procedure del discorso. A tutti i partecipanti devono essere fornite tutte le informazioni e le risorse necessarie per impegnarsi in un dibattito informato.
- 6. Partecipazione multi-canale.** L'uso degli strumenti di ingaggio basati sul Servizio non deve automaticamente sostituire o eliminare altri canali di impegno dei cittadini, ma portarli alla progettazione e alla gestione di innovazioni democratiche multi-canale. Le innovazioni democratiche multi-canale sono processi che integrano messaggi e spazi di partecipazione,



mirate ai diversi segmenti della popolazione, in un sistema

specificamente progettato per incrementare e approfondire la partecipazione dei cittadini a processi decisionali di interesse pubblico.

- 7. Protezione dei dati personali.** Il Servizio deve proteggere la privacy dei propri utenti, informarli dei dati che saranno raccolti e chiedere un consenso esplicito, in conformità anche con le normative locali, nazionali e internazionali in materia di protezione dei dati personali. (La Privacy Policy sarà pubblicata in coincidenza dell'avvio della raccolta di dati personali sul Sito)
- 8. Trasparenza.** Il Servizio si propone di accrescere la trasparenza relativa all'esecuzione delle decisioni prese attraverso i processi partecipativi e all'attività complessiva della piattaforma e della sua gestione. EMPATIA aderisce ai principi di Open Access definiti dalla Commissione Europea nel programma Horizon 2020: le conoscenze raccolte e generate attraverso il Servizio devono essere rilasciate pubblicamente in formato aperto per qualunque scopo non commerciale, tra cui in particolare la ricerca e il monitoraggio indipendente e la valutazione. In particolare, i dati raccolti e generati attraverso l'uso del Servizio – debitamente anonimizzati - verranno rilasciati in un database pubblico, con modalità adeguate per rendere possibile a terzi accedervi, estrapolarli, riprodurli e diffonderli per qualunque scopo non commerciale, a titolo gratuito per qualsiasi utente.
- 9. Legalità.** Né l'uso né la configurazione del Servizio possono violare o forzare leggi e regolamenti esistenti a livello locale, nazionale e internazionale.
- 10. Bene comune.** Il Servizio è concepito in primo luogo come uno strumento "non-esclusivo" e "non appropriabile". Il Servizio e i risultati generati dal suo uso si possono considerare come un Bene Comune che deve rimanere accessibile per la comunità che li ha generati, così come per tutti coloro che ne condividono e ne rispettano i principi fondamentali. Sotto questa definizione il Servizio può essere utilizzato da individui, istituzioni, governi e aziende o da altre attività sia per scopo di lucro che senza scopo di lucro, purché l'uso in sé non ne sia la vendita diretta e la commercializzazione. Il software, i dati e i contenuti raccolti e generati per mezzo del Servizio appartengono alla comunità che li ha generati.

## 2 - Responsabilità degli utenti

Gli utenti del Sito devono essere esseri umani. Non sono consentiti account registrati da "bot" o altri metodi automatici. Agli utenti potrebbe essere richiesto di fornire nome legale per l'autenticazione necessaria all'accesso a sottosezioni o caratteristiche specifiche del Servizio. Ciascun utente:

- è responsabile del mantenimento della sicurezza del proprio account e password. Il Gestore non è responsabile per qualsiasi perdita o danno dovuto a mancato rispetto di tale obbligo di sicurezza;
- è pienamente responsabile per tutte le attività che si verificano con il proprio account e tutte le altre azioni adottate in relazione a quell'account;
- deve informare immediatamente il Gestore di qualsiasi uso non autorizzato del proprio account, o di qualsiasi altra violazione della sicurezza;
- non deve utilizzare il Servizio per scopi illegali o non autorizzati;
- non deve, nel utilizzo del Servizio, violare nessuna legge nella propria giurisdizione;

## 3 - Galateo della partecipazione online

Le regole del Bilancio Partecipativo di Milano prevedono che:

17. i partecipanti si registrino al sito e partecipino alle aree di discussione con il proprio

nome e cognome;

18. le aree di discussione siano moderate a priori: i messaggi inviati sono quindi sempre sottoposti all'approvazione di un moderatore che li approva, rendendoli leggibili a tutti, solo se rispettano il presente Galateo;
19. in caso di non approvazione il moderatore fornisca una motivazione scritta al mittente: moderare non è censurare l'altrui pensiero, ma è uno strumento/servizio indispensabile per consentire/stimolare discussioni e confronti civili;

La partecipazione online al Bilancio Partecipativo di Milano è vincolata al rispetto del presente "galateo".

## **Contenuti**

La partecipazione alle discussioni deve avvenire solo nell'ambito dei temi proposti e, oltre ad evitare messaggi fuori tema, non devono diventare argomento di discussione gli interlocutori dei forum e/o i moderatori verso i quali non sono tollerati attacchi personali;

In ogni area vanno rispettati i limiti giornalieri di massimo numero di messaggi inviati, ovvero 4 a testa e di nuove discussioni aperte, ovvero 3 a testa, che sono fissati per evitare che la discussione venga monopolizzata.

## **Risposte**

Ogni domanda a proposito dei temi del Bilancio Partecipativo e del funzionamento della piattaforma viene monitorata e presa in carico. Il nostro obiettivo è di rispondere alle richieste dei cittadini ogniqualvolta sia possibile e nel minor tempo possibile. L'attività di assistenza e moderazione viene effettuata dal lunedì al venerdì dalle 9 alle 18. I tempi di risposta variano comunque in base alla tipologia di richiesta.

## **Moderazione**

Tutti hanno il diritto di porre quesiti ed intervenire esprimendo la propria libera opinione. L'intervento nelle aree di discussione deve comunque avvenire nel massimo rispetto di tutti i possibili interlocutori e quindi non è tollerato l'uso di un linguaggio osceno e/o ingiurioso e/o con contenuti razzisti o comunque discriminanti nei confronti di religioni, popoli, lingue, opinioni politiche, condizioni sociali e scelte sessuali; non sono inoltre accettati gli interventi inseriti reiteratamente; gli interventi scritti per disturbare la discussione o offendere chi gestisce e modera i canali social; gli interventi che contengono dati sensibili; lo spam commerciale.

Come anticipato, tutti gli interventi che violeranno le condizioni elencate non verranno approvati e non saranno quindi pubblicamente visibili.

## **4 - Contenuti generati dagli utenti**

Qualsiasi utente che assuma un ruolo attivo in uno o più processi gestiti attraverso il Sito come (per esempio) la presentazione di una proposta, il commento in una discussione, la pubblicazione di immagini o link ad una discussione, o che renda in altro modo disponibile (o consenta a terzi di rendere disponibile) materiale tramite il Sito (qualsiasi tra questi contenuti generati dagli utenti), è interamente responsabile del contenuto, e l'eventuale danno derivante dalla sua pubblicazione. Questo indipendentemente dal fatto che il contenuto generato dall'utente in questione sia un testo, una grafica, un file audio, o il software per computer.

Se non diversamente ed espressamente indicato dagli utenti stessi, i contenuti generati dagli utenti, risultanti dalle discussioni e dai processi gestiti in questo Sito, sono destinati ad essere rilasciati sotto la licenza [Creative Commons BY-SA-NC 4.0](https://creativecommons.org/licenses/by-sa-nc/4.0/). Questa è la stessa licenza utilizzata per il contenuto generato dal Gestore di questo Sito.

Rendendo disponibili tali contenuti, gli utenti dichiarano e garantiscono che:

- Gli utenti non devono violare la normativa sulla privacy del Sito (che sarà pubblicata in coincidenza dell'avvio della raccolta di dati personali sul Sito), rendendo disponibili i dati personali attraverso il contenuto pubblicato su questo Sito;

- Il download, la copia e l'utilizzo dei contenuti generati dagli utenti non violeranno i diritti di proprietà, inclusi (ma non limitati a) il diritto d'autore, i brevetti, i marchi di fabbrica o di segreto commerciale, di nessuna terza parte;
- Gli utenti rispettano pienamente le eventuali licenze di uso relative contenuti di terze parti rispettandone le norme di condivisione e pubblicazione;
- I contenuti generati dagli utenti non dovranno contenere o installare virus, worm, malware, Trojan o altri contenuti dannosi o distruttivi;
- I contenuti generati dagli utenti non sono spam, non sono generati da macchine o in modo casuale, e non contengono contenuti commerciali non-etici o indesiderati progettati per indirizzare il traffico verso siti di terze parti o di aumentare il posizionamento nei motori di ricerca su siti di terze parti, o per ulteriori atti illeciti (come phishing) o per indurre in errore destinatari manipolando l'origine del contenuto (come spoofing);
- I contenuti generati dagli utenti non possono includere pornografia né minacce o incitazioni alla violenza, e non violano i diritti di privacy o di pubblicità di terze parti;
- I contenuti generati dagli utenti non contengono messaggi elettronici indesiderati, quali i link di spam su newsgroup, mailing list, altri gruppi e siti web, e simili metodi promozionali non richiesti;
- I contenuti generati dagli utenti non sono nominati in un modo da indurre in errore i lettori, facendo loro pensare che si riferiscano un'altra persona o terze parti.

Nel caso di contenuti generati dagli utenti che includano codice sorgente, l'utente deve classificarli con precisione e/o descrivere la licenza, il tipo, la natura, gli usi e gli effetti dei contenuti.

Ogni utente può disattivare il proprio account in qualsiasi momento. Le Informazioni di identificazione, come ad esempio il nome utente o la foto del profilo, non saranno più associate a contenuti precedentemente generati. Tuttavia, i contenuti generati e già resi pubblici dall'utente stesso rimarranno accessibili, al fine di preservare l'integrità dei processi gestiti attraverso il Servizio.

## 5 - Termine dell'Accordo

Il Gestore ha il diritto di:

- rifiutare o rimuovere qualsiasi contenuto che violi una qualsiasi norma di EMPATIA o che sia in qualche modo dannoso o discutibile,
- interrompere o negare l'accesso e l'utilizzo del servizio a qualsiasi individuo o entità che violi una qualsiasi norma di EMPATIA.

Il Gestore può porre fine all'accesso di ogni utente a tutto o a parte del Servizio in qualsiasi momento, con o senza preavviso, con effetto immediato.

L'Utente ha il diritto di rescindere il presente Accordo in qualunque momento.

Se desidera rescindere il presente Accordo l'utente può semplicemente interrompere l'utilizzo del Servizio. Tutte le disposizioni del presente Accordo che per loro natura dovrebbero sopravvivere alla sua risoluzione, dovranno continuare anche dopo la risoluzione compresi accordi di proprietà, indennità e limitazioni di responsabilità.

Se l'utente intende rimuovere definitivamente il proprio account, sarà necessario mandare una comunicazione al responsabile del trattamento dei dati personali nelle modalità indicate nella privacy policy (*La Privacy Policy sarà pubblicata in coincidenza dell'avvio della raccolta di dati personali sul Sito*)

## 6 - Cookie

Per far funzionare bene questo sito, a volte installiamo sul tuo dispositivo dei piccoli file di dati che si chiamano "cookies". Anche la maggior parte dei grandi siti fanno lo stesso. Un cookie è un piccolo file di testo che i siti salvano sul tuo computer o dispositivo mobile mentre li visiti. Grazie ai

cookies il sito ricorda le tue azioni e preferenze (per es. login, lingua, dimensioni dei caratteri e altre impostazioni di visualizzazione) in modo che tu non debba reinserirle quando torni sul sito o navighi da una pagina all'altra. In alcune pagine utilizziamo i cookies per ricordare:

- le preferenze di visualizzazione, per es. le impostazioni del contrasto o le dimensioni dei caratteri
- se hai già risposto a un sondaggio, per evitare di riproportelo
- se hai già autorizzato l'uso dei cookies sul sito.

Non è necessario abilitare i cookies perché il sito funzioni, ma farlo migliora la navigazione. È possibile cancellare o bloccare i cookies, però in questo caso alcune funzioni del sito potrebbero non funzionare correttamente. Le informazioni riguardanti i cookies non sono utilizzate per identificare gli utenti e i dati di navigazione restano sempre sotto il nostro controllo. Questi cookies servono esclusivamente per i fini qui descritti.

Puoi controllare e/o verificare i cookies come vuoi: per saperne di più, visita [aboutcookies.org](http://aboutcookies.org). Puoi cancellare i cookies già presenti nel computer e impostare quasi tutti i browser in modo da bloccarne l'installazione. Se scegli questa opzione, dovrai però modificare manualmente alcune preferenze ogni volta che visiti il sito ed è possibile che alcuni servizi o determinate funzioni non siano disponibili.

## 7 - Software di terze parti

Usiamo software di terze parti, elencati in questa pagina, per fornire ulteriori funzionalità e un servizio ad alte prestazioni. Il Sito condivide i dati con questi servizi e per comodità questa pagina fornisce link alle politiche sulla privacy di terze parti.

### Google Maps

Utilizziamo Google Maps per geolocalizzare sulla mappa di Milano i luoghi interessati dal Bilancio Partecipativo, come i luoghi legati alle Proposte e gli Spazi disponibili per incontri.

Privacy Policy: <https://www.google.it/intl/it/policies/privacy/>

### SurveyMonkey

Utilizziamo SurveyMonkey per recapitare all'indirizzo email fornito dai partecipanti alcuni questionari facoltativi e integrativi alle attività del Bilancio Partecipativo; tale servizio non accede a nessuno dei dati personali degli utenti raccolti e archiviati tramite le attività del Bilancio Partecipativo.

Privacy Policy: <https://it.surveymonkey.com/mp/policy/privacy-policy/>

Per ulteriori informazioni si prega di consultare la nostra normativa sulla [Privacy](#).

## 8 - Esclusione di garanzie

Il Servizio è fornito "così com'è". Il Gestore declina ogni garanzia, di qualsiasi tipo, espressa o implicita. Né il Gestore, né il Comune di Milano né il Consorzio EMPATIA o i loro fornitori e licenziatari, rilasciano alcuna garanzia che il Servizio sarà esente da errori o che l'accesso ad esso sarà continuo o ininterrotto. Gli utenti scaricano o comunque ottengono contenuti o informazioni attraverso il Servizio a propria discrezione e rischio.

## 9 - Limitazione di responsabilità

In nessun caso il Gestore, il Comune di Milano, il Consorzio EMPATIA o i loro o i suoi fornitori e licenziatari possono essere considerati responsabili per qualunque negligenza, responsabilità oggettiva o altra mancato rispetto dell'Accordo ed in particolare per:

- qualsiasi violazione di legge da parte degli utenti;
- danni specifici, incidentali o consequenziali;
- il costo di approvvigionamento per prodotti o servizi sostitutivi;
- per l'interruzione di utilizzo o per la perdita o la corruzione dei dati.

## 10 - Modifiche ai Termini del Servizio

I presenti Termini possono essere variati nel corso del tempo. Ci riserviamo il diritto di modificare i presenti Termini in qualsiasi momento, e le condizioni modificate diventano valide dopo la pubblicazione su questo Sito web. Ci impegnamo ad informarvi di qualsiasi cambiamento tramite e-mail o tramite il Sito stesso. L'uso continuato o l'accesso al Servizio dopo la pubblicazione di eventuali modifiche al presente Accordo implica l'accettazione di tali modifiche.

Il Servizio può anche, in futuro, offrire nuovi servizi e/o funzioni (tra cui il rilascio di nuovi strumenti e risorse). Tali nuove funzioni e/o servizi saranno soggetti ai termini e alle condizioni del presente Accordo.

## 11 - Dichiarazione Generale e Garanzia

Ogni utente dichiara e garantisce che:

- L'uso del Servizio avverrà in stretta conformità con la normativa sulla Privacy di EMPATIA (*La Privacy Policy sarà pubblicata in coincidenza dell'avvio della raccolta di dati personali sul Sito*), con il presente Accordo e tutte le leggi e regolamenti applicabili (inclusi, senza limitazione, ciascuna legge o regolamento locale nel vostro paese, Stato, città, o altra area governativa relativi alla condotta online e ai contenuti ammissibili), e
- L'utilizzo del Servizio non violerà né si approprierà indebitamente dei diritti di proprietà intellettuale di terze parti.

## 12 - Legge applicabile

Per quanto consentito dalla legge, i presenti Termini saranno regolati e interpretati in conformità alla legge italiana e ogni controversia insorta dai presenti termini sarà rimessa alla competenza esclusiva del Foro di Milano (Italia).

## 13 - Contatti

Comune di Milano

Ufficio Partecipazione

via Dogana, 2

info@bilanciopartecipativomilano.it

## ANNEX M Local Agreement 2 - Milan

### BOZZA

**Accordo tra il Comune di Milano – Direzione Servizi Civici, Partecipazione e Sport-, Il Centro de Estudos Sociais dell’Università di Coimbra, l’Università degli Studi di Milano per la gestione della piattaforma digitale “Empatia” a vantaggio del Bilancio Partecipativo 2017 e del Bilancio Partecipativo 2015**

#### Premesso che

1. Il Centro de Estudos Sociais dell’Università di Coimbra, l’Università degli Studi di Milano, Dipartimento di Informatica Giovanni degli Antoni hanno ottenuto in *consortium* il finanziamento per lo sviluppo e validazione della piattaforma “Empatia” (“Enabling Multichannel Participation Through ITC Adaptations”) - software open source concepito espressamente per la gestione dei bilanci partecipativi- da parte della Commissione Europea, mediante il bando Horizon 2020 ICT-10/2015, come dimostrato dal Grant Agreement N. 687920 (“Grant Agreement”) sottoscritto in data 6 Novembre 2015 e dal Consortium agreement sottoscritto in data 1 Ottobre 2016;
2. con un emendamento deliberato dalla Commissione Europea e sottoscritto in data 17 Agosto 2017 (AMENDMENT Reference No AMD-687920-8) il Consortium Agreement, Annex I – Description of Action, task 3.4, ha acquisito il Comune di Milano tra i pilot di Empatia con i seguenti obiettivi: testare Empatia nel monitoraggio dell’implementazione dei progetti del Bilancio Partecipativo 2015; identificare e testare metodi e strumenti per decentrare il processo del Bilancio Partecipativo a favore delle municipalità; studiare sistemi di premialità per promuovere il connubio tra i progetti e tematiche selezionate; adattare e integrare Empatia ai sistemi informatici del Comune;
3. con deliberazione n. reg. 983 del 01 Giugno 2017 la Giunta Comunale ha approvato le linee guida per la realizzazione del Bilancio Partecipativo 2017, a carattere sperimentale, nonché quelle di un accordo di collaborazione con il Centro de Estudos Sociais, l’Università degli Studi di Milano, per la sperimentazione di una piattaforma digitale funzionale alla gestione del Bilancio Partecipativo 2017 e alla gestione del monitoraggio degli interventi finanziati dal bilancio Partecipativo 2015;
4. con lettera del Direttore di Dipartimento di Informatica Giovanni degli Antoni, del **00/00/2017** l’Università degli Studi di Milano ha approvato la sottoscrizione del presente accordo;
5. con lettera del Direttore Esecutivo del Centro de Estudos Sociais dell’Università di Coimbra del **00/00/2017**, il ha approvato la sottoscrizione del presente accordo;



6. con determinazione dirigenziale n. xx del

x/xx/2017 esecutiva della delibera G.C. n. reg. 983 del 01/06/2017 la Direzione Servizi Civici, Partecipazione e Sport ha approvato il presente accordo e ne ha autorizzato la sottoscrizione;

tutto ciò premesso, e costituendo le premesse parte integrante del presente accordo

#### **TRA**

il **Comune di Milano** (seguito indicato come "Comune")- Direzione Servizi Civici, Partecipazione e Sport, P.I. 01199250158, con sede in via Larga 12 Milano, rappresentato dal dirigente della predetta Direzione dott. Andrea Zuccotti,

**e**

**l'Università degli Studi di Milano**, con sede legale in Via Festa del Perdono n.7, 20122 Milano - C.F. 80012650158, P.I. 03064870151, tramite il Dipartimento di Informatica Giovanni degli Antoni (di seguito indicata come "UNIMI"), rappresentata dal prof. Gianluca Gaetano Vago, Rettore;

**e**

**il Centro de Estudos Sociais dell'Università di Coimbra**, con sede legale presso il Colégio de S. Jeronimo, apartado 3087 -3000-995 Coimbra (PT) (di seguito indicato come "CES"), rappresentato dal Direttore Esecutivo joao Paulo Dias;  
(Comune, UNIMI, CES definite anche le "Parti" o la "Parte")

#### **si conviene e si stipula quanto segue**

##### **ART. 1) Oggetto dell'accordo**

Il presente accordo intende regolamentare la collaborazione tra le Parti al fine di implementare e sperimentare una piattaforma ("Progetto") per la gestione del Bilancio partecipativo 2017, e per il monitoraggio del Bilancio partecipativo 2015 (di seguito "BP 2017" e "BP 2015"), sulla base delle esigenze del Comune, sito pilot di Empatia.

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##### **ART. 2) – Oneri delle Parti e modalità di gestione**

Ogni Parte affronta le spese generate dalle attività che gli sono assegnate e le sostiene in modo da assicurare alla gestione del Progetto la necessaria continuità. Nessun genere di risorse, siano esse di tipo economico, infrastrutturale o di personale verrà fornita al Comune dalle altre Parti per lo svolgimento delle attività attribuite al Comune dal presente accordo, e vicendevolmente nessuna risorsa verrà fornita dal Comune alle altre Parti per le attività loro spettanti.

Oneri del Comune di Milano: mediante le risorse della Direzione Servizi Civici, Partecipazione e Sport e le risorse di Municipi, Il Comune cura ogni aspetto della implementazione del BP 2017 presso la cittadinanza di Milano, provvede alle attività

di comunicazione, attiva interventi indirizzati a mitigare il

divario digitale, acquisisce tutti i dati inerenti il BP 2017, nelle sue fasi procedurali, e i dati necessari al monitoraggio dei progetti finanziati dal BP 2015 nel loro sviluppo.

Oneri di UNIMI: attraverso il Dipartimento di Informatica Giovanni degli Antoni, mette a disposizione le proprie risorse umane in numero pari a quanto previsto nel Grant Agreement del progetto Empatia e nei successivi amendments approvati dalla Commissione Europea, per guidare il progetto pilota del BP 2017 di Milano come principale interlocutore nei confronti del Comune. In tale veste: supporta il comune di Milano nella definizione della metodologia applicativa per il BP 2017, raccoglie requirements e indicazioni per la customizzazione della piattaforma, effettua l'implementazione delle funzionalità necessarie a supportare lo svolgimento del BP così come descritto dalla deliberazione della Giunta Comunale n. 983 del 01/06/2017, punto D, limitatamente alle sotto-fasi:

- d.1) raccolta delle proposte progettuali
- d.2) valutazione di ammissibilità:
- d.3) applicazione della premialità municipale
- d.4) raccolta di preferenze contestuali
- d.5) ammissione alla votazione finale
- d.6) ulteriore co-progettazione propedeutica al voto
- d.7) votazione on line
- d.8) formalizzazione delle graduatorie risultanti dalla votazione
- d.11) monitoraggio dello stato di avanzamento dei progetti del Bilancio

Partecipativo 2015 ai fini della trasparenza e dell'accountability

Svolge inoltre attività di formazione agli operatori del Comune impiegati nella sua gestione, tratta i dati personali raccolti ai fini della loro anonimizzazione;

Oneri del CES: provvede al coordinamento scientifico, realizza le attività di ricerca e trattamento dei dati raccolti (nei termini descritti dal successivo Art.3), supporta attività di networking sul tema della democrazia partecipativa a livello nazionale ed internazionale.

### **ART. 3) – Ricerche scientifiche, trattamento dati e tutela della privacy**

Le ricerche sociologiche e statistiche prodotte durante e/o in esito allo svolgimento del Bilancio Partecipativo 2017 e 2015, pubblicate in formato open data, possono essere utilizzate dai sottoscrittori del presente accordo nell'ambito della loro attività istituzionale.

Tutti i dati raccolti ai fini del Bilancio partecipativo 2015 e 2017 sono di proprietà del Comune di Milano.

I dati possono essere trattati solo in forma aggregata e statistica, anche mediante combinazione di parametri diversi e profilazione di congrui sottoinsiemi sociologici,



ma senza consentire la profilazione di livello individuale

(c.d. single out) ovvero di risalire alla mappatura del comportamento del singolo soggetto; questa possibilità deve essere vietata sia per via informatica che per via logica (segreto statistico).

Il voto digitale deve essere protetto mediante procedure informatiche di “anonimizzazione” (art. n. 4 del d. lgs n. 196/2003 e s.m.i – Codice della Privacy), o, in subordine, qualora sorgessero insuperabili ostacoli tecnici, mediante “pseudonimizzazione” (art. n. 4 del citato Reg. UE n. 679/2016).

Il Comune di Milano, nella veste di Titolare del trattamento dei dati personali, individua in UNIMI, quale unico ente che tratterà detti dati nel Progetto, il Responsabile esterno della gestione di tali dati, attivando le procedure previste dalla Privacy Policy del Comune di Milano (designazione formale e check list di controllo) ed imponendo in tali procedure ulteriori clausole di tutela.

#### **ART. 4) – Durata dell’accordo e operazioni successive**

Il presente accordo decorre dalla data dell’ultima firma apposta (“data di sottoscrizione”) sino al 31.12.2017.

Alla scadenza dell’accordo o a conclusione delle attività previste, se antecedente, il Comune di Milano acquisisce digitalmente, senza onere alcuno, la piattaforma come implementata e personalizzata nel corso delle attività descritte in questo accordo, ivi compreso il codice sorgente, e potrà utilizzarla esclusivamente per scopi istituzionali. Ulteriori e successivi usi, implementazioni o sfruttamento saranno regolamentati da successivi accordi tra le Parti.

I dati eventualmente conservati in sede fisica e digitale esterna al Comune di Milano dagli altri membri dell’accordo dovranno essere da loro distrutti all’atto della consegna di cui al paragrafo precedente.

#### **ART. 5) – FORO COMPETENTE**

Il presente contratto è redatto in lingua italiana ed accompagnato dalla corrispondente versione inglese (Allegato 1). Per ogni controversia sorta in dipendenza del presente accordo il testo italiano è l’unico facente fede come testo originale e le Parti stabiliscono la competenza esclusiva del Foro di Milano.

#### **ART. 6) – SPESE, IMPOSTE E TASSE**

La presente convenzione è redatta in triplice copia ed è soggetta all’imposta di bollo fin dall’origine ai sensi del D.P.R. 642/1972. L’imposta è assolta, con oneri a carico di ciascun ente per il rispettivo esemplare.

Il presente accordo è firmato digitalmente, in unico originale, ex art. 24, commi 1 e 2 del Codice dell’amministrazione digitale – Decreto legislativo 7 marzo 2005, n. 82 e sarà registrata in caso d’uso e a tassa fissa ai sensi degli artt. 5 e 39 del D.P.R. 26 aprile 1986 n. 131.

Il presente accordo è soggetto ad imposta di bollo, ai sensi del D.P.R. 26 ottobre 1972, n. 642, il cui onere è assolto, in modo virtuale, da UNIMI.

Letto, confermato e firmato digitalmente

Dott. Andrea Zuccotti  
Servizi Civici, Partecipazione e Sport  
Comune di Milano

Prof. Gianluca Vago  
Università degli Studi di Milano

Prof. Giovanni Allegretti  
Università di Coimbra

Allegato 1: traduzione inglese del presente Accordo- English version of Agreement.

## **Privacy Policy**

### **PŘÍLOHA F - Šablona Zásad ochrany os. údajů pilot. projektů EMPATIA (V1.0)**

Následující „Zásady ochrany osobních údajů“ vymezují opatření uplatňovaná u jednotlivých typů osobních informací získaných pomocí aplikační služby EMPATIA (dále jen „Služby“), jež jsou k dispozici prostřednictvím webových stránek [www.prekvaptericany.cz](http://www.prekvaptericany.cz) (dále jen „Stránky“).

Služba a Stránky jsou vytvářeny a spravovány v rámci projektu EMPATIA (dále jen „Projekt“), jenž obdržel financování z fondů EU („Horizont 2020 - Rámcový program pro výzkum a inovace“ číslo smlouvy grantu 687920). Službu řídí Konsorcium EMPATIA (dále jen „EMPATIA“) vedené Centro de Estudos Sociais (Portugalsko) a složené z následujících partnerů: OneSource (Portugalsko); D21 (Česká republika); Brunel University London (Spojené Království); Università degli Studi di Milano (Itálie) Zebralog (Německo) a Associação In Loco (Portugalsko).

Tyto Zásady ochrany osobních údajů vysvětlují způsob nakládání s osobními informacemi získanými pomocí této Služby v rámci projektu EMPATIA. Uvádějí využití těchto informací, subjekty sdílející informace, způsoby jejich správy, archivace a ochrany.

#### **a) Úlohy zapojených organizací**

Na správě dat těchto Stránek se podílejí následující organizace (subjekty):

- Správce dat odpovídající za prosazování (vymáhání) Zásad ochrany osobních údajů:

Město Říčany, IČO 002 40 702, Masarykovo nám. 53/40, 251 01 Říčany.

- Zpracovatel/é dat mající na starost správu / řízení dat za účelem specifikovaným v Zásadách ochrany osobních údajů:

Demokracie 2.1 s.r.o., IČO 036 80 941, Zapova 1559/18, Smíchov, 150 00 Praha 5

- Za archivaci a uložení dat odpovídá

OneSource (Portugalsko).

#### **b) Účel shromažďování dat**

uvedenými Zásadami

k následujícím účelům:

- K zajištění jedinečnosti při identifikaci uživatelů - nezbytného předpokladu účasti v programu demokratických inovací řízených prostřednictvím této Služby;
- K průzkumům a nezávislému monitoringu výsledků programu demokratických inovací řízených prostřednictvím této platformy;
- K studiu a zkoumání způsobů využívání Služby jednotlivými uživateli a návštěvníky stránek;
- Ke komunikaci s uživateli týkající se případných aktualizací Služby a jejích zásad a pravidel;
- K poskytování průběžných informací týkajících se obsahu Stránek podle preferencí nastavených jednotlivými uživateli;
- K zajištění souladu s legislativou Evropské Unie a České republiky.

Správce dat zaručuje, že data získaná prostřednictvím těchto Stránek nebudou použita:

- k prodeji či zapůjčení k jakémukoli účelu.
- k akcím marketingu či k jakémukoli komerčnímu účelu.

### **c) Shromažďovaná data**

#### **Osobní data:**

K registraci nových uživatelů mohou být na těchto Stránkách shromažďována následující osobní data:

- Jméno
- E-mailová adresa
- Bydliště

#### **Průzkumy:**

V rámci projektu EMPATIA mohou být uživatelé Služby vyzváni k vyplnění dotazníků a zodpovězení otázek průzkumů týkajících se:

- Spokojenosti uživatelů s danou Službou
- Dalších témat v souvislosti s demokratickými inovacemi spravovanými prostřednictvím této Služby.

Jednotlivé průzkumy a vyplňování dotazníků představují dobrovolnou činnost, již může oslovený uživatel odmítnout.

Data získaná pomocí průzkumů a dotazníků budou spravována jako další z řady osobních dat s uplatněním stejných bezpečnostních a ochranných opatření jako v případech popsanych v Zásadách.

### **Informace neosobní povahy**

V rámci služby dochází k shromažďování informací neosobní povahy typicky užívané prohlížeči či servery např. typ prohlížeče, preferovaný jazyk, odkazované stránky, datum a čas vložení požadavku návštěvníkem stránek.

### **Informace potenciálně osobní povahy**

V rámci služby dochází k shromažďování informací potenciálně osobní povahy např. Adresy internetového protokolu (IP). Tyto informace nejsou v rámci projektu využívány k identifikaci jednotlivých návštěvníků stránek a nejsou sdělovány cizím subjektům. Při práci s těmito daty se uplatňují stejná bezpečnostní a ochranná opatření popsaná v Zásadách ochrany osobních údajů.

### **Obsah vytvářený uživatelem a informace, jež mohou vést k identifikaci osoby**

V průběhu provozování Služby může v rámci dané platformy docházet k různým diskusím, zasílání komentářů, podnětů a vytváření jiného obsahu.

Tento obsah vytvářený uživatelem může sloužit k jeho případné identifikaci cizími subjekty a širokou veřejností. Uživatelům se doporučuje neposkytovat prostřednictvím obsahu vytvářeného na těchto Stránkách informace, které by mohly vést k jejich identifikaci.

Každý uživatel si může s ohledem na obsah publikovaných informací zvolit takové nastavení, které mu nejlépe vyhovuje, a využívat různých pseudonymů a anonymních e-mailových adres.

Další informace týkající se obsahu generovaného uživatelem naleznete v podmínkách Služby (odkaz).

#### **d) Zajištění bezpečí a integrity dat**

V rámci projektu EMPATIA byla přijata veškerá nezbytná opatření k zajištění ochrany osobních dat a obsahu uživatele, k zamezení ztrátám a zneužití v důsledku neoprávněného přístupu, vyzrazení informací popř. změny nebo zničení dat.

#### **Fyzické zabezpečení dat**

Datové centrum zajišťující archivaci a ukládání dat podléhá přísným bezpečnostním opatřením v oblasti fyzického přístupu. Oprávnění přístupu do datového centra náleží pouze CTO a CISO, přičemž veškeré přístupy jsou řízena dvouúrovňovým bezpečnostním systémem – fyzickým zabezpečením pomocí klíčů a pomocí alarmu. Všechny přístupy jsou zaznamenávány v systému a dokumentovány v interních postupech organizace OneSource.

Infrastruktura archivace dat je podporována redundantními servery a profesionálními systémy ukládání dat obsahujícími aktivní mechanismy redundance a ochrany na fyzické úrovni pro přívod elektřiny (systémy nepřerušované dodávky energie tzv. UPS). Uložení dat využívá optických kanálů SAN s funkcionalitou RAID a několika serverů. Zálohování probíhá automatizovaně a zajišťuje ochranu dat na dvou úrovních: (1) zálohováním v interním data centru a (2) v externím data centru. Interní zálohování zahrnuje denně automaticky vytvářené kopie ukládané na dobu dvou let. Zálohování v externím data centru se provádí v týdenních intervalech s uložením rovněž na období dvou let. Všechny úrovně zálohování pracují s technologiemi šifrování a všechny přístupy k zálohovaným souborům jsou kontrolovány systémem SIEM organizace OneSource. Varovná hlášení klasifikovaná jako první stupeň (tj. velmi závažný incident) jsou předávána řediteli pro informační bezpečnost k provedení analýzy ohledně případných bezpečnostních rizik.

#### **Logické zabezpečení dat**

Platforma obsahuje bezpečnostní mechanismy k zajištění ochrany dat a k řízení přístupů k těmto datům. Vzhledem ke složení platformy z několika nezávislých komponent umístěných v různých serverech podléhají veškerá dat, zvláště osobní data, přísné ochraně pomocí konkrétních prvků umožňujících přístup pouze s platným JWT tokenem (generovaným prostřednictvím platných autentizačních mechanismů). U všech bezpečnostních tokenů jsou nastaveny přísné lhůty platnosti (např. 10 minut) po jejichž uplynutí vyžaduje systém opětovné přihlášení k zajištění platného tokenu..

Veškeré transakce, u nichž se vyžaduje přístup k datům vyžadují platný token. Přístup k datům není tedy možný bez platného přihlášení a povolení přístupu, nastaveného pro každého uživatele podle jeho funkčního zařazení a postavení v organizaci (... práva ředitele budou pochopitelně jiná než u řadového zaměstnance).

Všechny přístupy jsou analyzovány systémem SIEM s tím, že události klasifikované jako úroveň č.1 (označované jako velmi závažné incidenty) jsou zasílány řediteli pro informační bezpečnost.

Události úrovně č.2 (střední závažnost) a č.3 (nízká závažnost) jsou vyřizovány správcem sítě a systémovými operátory OneSource.

#### **e) Uchovávání osobních dat**

Osobní data zpracovávána z konkrétních důvodů se ukládají pouze na dobu nezbytně nutnou k výkonu danému účelu, maximálně na jeden rok od posledního přístupu uživatele ke Službě.

#### **f) Postupy zajištění přístupu k osobním datům**

Každý uživatel má právo přístupu ke svým osobním datům a informacím shromažďovaným pomocí Služby a musí mu být umožněno znát způsob zpracování informací. Všichni zájemci, kteří chtějí vědět, které osobní informace a data jsou o nich shromažďovány, se mohou obrátit na veřejného ochránce práv této Služby dle postupu uvedeného v Podmínkách Služeb (odkaz).

#### **g) Postup při rušení služby**

Každý uživatel má právo Službu zrušit a získat zpět veškerá odstraněná osobní data a informace shromažďované prostřednictvím Služby. Zájemci požadující zrušení služby se mohou obrátit na veřejného ochránce práv této Služby dle postupu uvedeného v Podmínkách Služeb (odkaz).

#### **h) Otevřený přístup**

Projekt EMPATIA se řídí zásadami otevřeného přístupu definovaného Evropskou Unií v programu Horizont 2020 - Rámcový program pro výzkum a inovace, v němž se uvádí, že „veškeré poznatky shromážděné a vytvořené v rámci projektu EMPATIA musí být zveřejňovány v otevřeném formátu k nekomerčním účelům, zvláště k průzkumu, nezávislému monitoringu a hodnocení. Data shromažďovaná a vytvářená pomocí platformy EMPATIA musí být zveřejňována formou veřejného úložiště dat včetně odpovídajících opatření umožňujících přístup třetím stranám a jejich následné získávání, rozmnožování a reprodukci pro nekomerční účely zdarma kterémukoli uživateli. V projektu EMPATIA budou zveřejňována pouze data neosobní povahy, informace hromadné a souhrnné v podobě, která neumožňuje identifikaci osobních dat konkrétního uživatele“.

**i) Třetí strany disponující přístupem k osobním datům**

K realizaci některých funkcí projektu EMPATIA a zajištění vysoké úrovně služby může docházet ke sdílení uživatelských dat s třetími stranami. Více informací o službách třetích stran naleznete [zde](#) (odkaz).

**j) Subjekt odpovídající za schvalování / revizi Zásad**

Tyto zásady byly vypracovány Centrem pro sociální studie v Coimbře - etickým koordinátorem projektu EMPATIA – a schváleny Konsorciem.

Konsorcium má právo tyto Zásady v budoucnu upravovat v rámci etických zásad uvedených v Podmínkách Služby. Všechny úpravy Zásad nabývají účinnosti po zveřejnění na Stránkách projektu. Konsorcium se zavazuje vyvinout maximální úsilí při komunikaci všech změn uživateli buď prostřednictvím e-mailu nebo pomocí těchto webových stránek.

**k) Verze a datum provozu Zásad**

Aktuální verze Zásad ochrany osobních údajů má označení 1.0.

Zásady platí od 1.1. 2017 do okamžiku vydání nové verze.

**l) Právní rámec Zásad**

Regulativní rámec ochrany a správy dat tvoří následující normy a vyhlášky Evropské Unie a zákony státu Česká republika, kde je Služba aktuálně zřízena:

- Zákon č. 101/2000 Sb., o ochraně osobních údajů a o změně některých zákonů, ve znění pozdějších předpisů;
- Nařízení Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016 o ochraně fyzických osob v souvislosti se zpracováním osobních údajů a o volném pohybu těchto údajů a o zrušení směrnice 95/46/ES (obecné nařízení o ochraně osobních údajů).



**m) Kontakt**

Děkujeme všem zájemcům za čas, který věnovali seznámení se se zásadami ochrany osobních údajů projektu EMPATIA. Provozovatelé projektu EMPATIA jsou pevně přesvědčeni, že naši uživatelé považují za důležité vědět, jakým způsobem se nakládá s jejich daty. Všem zájemcům, kteří v těchto Zásadách nenašli uspokojivou odpověď na svůj dotaz nebo možné obavy, se mohou obrátit na odpovědného správce dat dané Služby na následující adrese:

Město Říčany, IČO 002 40 702, Masarykovo nám. 53/40, 251 01 Říčany.



## PŘÍLOHA G - Podmínky služby EMPATIA

### PŘÍLOHA G1 - Podmínky služby hlavní webové stránky V1.01

#### a) Definice

Následující podmínky řídí veškeré užívání aplikačních služeb EMPATIA (dále jen „Služba“ resp. „Služby“) včetně obsahu, jednotlivých služeb a produktů, jež jsou k dispozici na stránkách nebo prostřednictvím webových stránek projektů EMPATIA.

Služba a Stránky jsou vytvářeny a spravovány jako součást projektu EMPATIA (dále též „Projekt“), jenž obdržel financování z fondů EU („Horizont 2020 - Rámcový program pro výzkum a inovace“ číslo smlouvy grantu 687920). Službu řídí v zastoupení konsorcia EMPATIA (dále jen „EMPATIA“) Centrum pro sociální studie (Centros de Estudos Sociais - CES, „Manažer“) v Coimbre vedené zástupci Centra a složené z následujících partnerů: OneSource (Portugalsko); D21 (Česká republika); Brunel University London (Spojené Království); Università degli Studi di Milano (Itálie) Zebralog (Německo) a Associação In Loco (Portugalsko).

Služba je nabízena po akceptaci všech podmínek obsažených v uvedeném dokumentu a dalších vyhláškách, směrnicích (mj. v Zásadách ochrany osobních údajů projektu EMPATIA) a postupech zveřejňovaných průběžně na těchto stránkách projektu EMPATIA (dále uváděných pod souhrnným názvem „Smlouva“).

Využívání těchto stránek se řídí uvedenými podmínkami. Konkrétní oblasti jsou navíc regulovány dalšími vyhláškami zveřejňovanými na těchto webových stránkách:

- **Zásady ochrany osobních údajů** (odkaz) vysvětlují využívání osobních informací shromažďovaných prostřednictvím webových stránek projektu. Dodržování těchto podmínek resp. Zásad ochrany osobních údajů je nezbytným předpokladem k využívání webových stránek projektu;

- Naše „Zásady ochrany duševních práv“ poskytují podrobnější informace o právech v oblasti ochrany duševního vlastnictví v souvislosti s obsahem zveřejňovaným na našich webových stránkách včetně tvůrčích a vědeckých materiálů, datových souborů a programových kódů.

Uživatelé uzavírající smlouvu v zastoupení firmy nebo jiné právnické osoby prohlašují, že mají právo daný subjekt zastupovat (včetně dceřiných společností a všech uživatelů disponujících možností přístupu k našim službám prostřednictvím účtu). Služby nemohou využívat uživatelé, kteří tímto právem nedisponují resp. nevyjádřili svůj souhlas s dodržováním podmínek smlouvy.

Před přístupem resp. využíváním těchto Služeb si pozorně prostudujte podmínky smlouvy. Přistoupením či využíváním stránek vyjadřujete svůj souhlas s podmínkami smlouvy. Dodržování podmínek je nezbytným předpokladem využívání Služeb. U dokumentů považovaných za nabídku EMPATIA se dodržování podmínek týká pouze určených částí.

## b) Etické zásady

Projekt EMPATIA prosazuje následující etické zásady:

- **Sociální inkluze.** Smyslem projektu EMPATIA je odstraňovat překážky v občanské angažovanosti se zaměřením na nejslabší sociální skupiny a poskytovat řadu příležitostí pro aktivní účast v projektu. Projekt EMPATIA nelze za žádných okolností využívat v procesech, které by mohly jakýmkoli způsobem diskriminovat některé skupiny obyvatel či menšin nebo vyčleňovat některé sociální skupiny mající nárok participovat jako součást komunity angažované v daném procesu.
- **Kvalitu poradenství.** Cílem projektu EMPATIA je zvyšovat kvalitu poradenství v oblastech řízených příslušnou platformou. Poradenské procesy realizované prostřednictvím projektu EMPATIA mají inspirovat podle zásad „ideálních situací vyjadřování“, čímž je myšleno, (i) že žádný člověk schopen relevantního příspěvku nesmí být z této činnosti vyloučen, (ii) všichni účastníci mají rovné právo být vyslyšeni, (iii) účastníci nesmějí být omezováni při vyjadřování skutečného názoru bez obelhávání resp. sebeobelhávání (iv) v procesu diskursu nesmí být účastníci vystaveni jakémukoli nátlaku či donucování. Všem účastníkům by měly být poskytnuty veškeré potřebné informace a zdroje nezbytné k zapojení se do kvalifikované debaty.
- **Vícekanálovou participaci.** Využívání báze EMPATIA by nemělo jakkoli nahrazovat nebo vylučovat jiné kanály zapojení občanů do diskuse a mělo by sloužit jako vodítko k vytváření a řízení vícekanálových demokratických inovací. Vícekanálové demokratické inovace jsou procesy, jež integrují zprávy a participační prostor zaměřený na různé segmenty populace do podoby systému konkrétně vytvořeného za účelem zvýšení a prohloubení účasti občanů v procesu rozhodování v oblasti politiky.
- **Ochranu osobních dat.** Projekt EMPATIA musí zajišťovat odpovídající ochranu soukromí uživatelů, informovat uživatele o shromažďovaných datech a žádat o souhlas k jejich využití v souladu s místními, národními a mezinárodními vyhláškami v oblasti ochrany osobních dat. Projekt EMPATIA musí zajistit vymahatelnost zásad definovaných v dané vyhlášce EU č. 1291/2013 stanovující rozsah programu Horizont 2020: „zásadu proporcionality, právo na ochranu soukromí, právo na ochranu osobních dat, právo na ochranu fyzické a duševní integrity osoby, právo na nediskriminační přístup a potřebu zajištění vysoké úrovně ochrany zdraví“ (článek 19 vyhlášky EU 1291/2013).
- **Transparentnost.** Projekt EMPATIA si klade za cíl zvýšit odpovědnost za implementaci rozhodnutí učiněných pomocí participačních procesů a celkové činnosti v rámci platformy a jejího řízení. Projekt EMPATIA se řídí zásadami otevřeného přístupu definovaného komisí EU v programu „Horizont 2020“ a zapracovaného v čl. 29 směrnic projektu EMPATIA: V článku se praví, „že veškeré poznatky shromážděné a vytvořené v rámci projektu EMPATIA musí být zveřejňovány v otevřeném formátu k nekomerčním účelům, zvláště k průzkumu, nezávislému monitoringu a hodnocení. Data shromažďovaná a vytvářená pomocí platformy EMPATIA musí být zveřejňována formou veřejného úložiště dat včetně odpovídajících opatření umožňujících přístup třetím stranám a jejich následné získávání, rozmnožování a reprodukci pro nekomerční účely zdarma kterémukoli uživateli“.
- **Legálnost.** Jakékoli využívání či nakládání s daty platformy EMPATIA nesmí porušovat nebo omezovat stávající práva a vyhlášky (místní, národní nebo mezinárodní) v souvislosti s implementací příslušného pilotního projektu.

• Společné sdílení. Projekt EMPATIA je koncipován především jako „neexkluzivní“ a „ne vlastnický“ nástroj. Nástroj musí být volně k dispozici třetím stranám a musí podněcovat k využívání (nikoli být vnímán jako komodita ke směně). Tato nová veřejná doména zahrnuje distribuci a společné vlastnictví informačních a instrumentálních zdrojů a technologií koncipovaných k využívání uživatelskou komunitou a dalšími subjekty sdílejícími a respektujícími její hlavní zásady. Dle této definice mohou projekt EMPATIA využívat jednotlivé osoby, instituce, vládní orgány, korporace nebo jiné podnikatelské subjekty k účelům ziskovým i neziskovým, pokud tyto neslouží k přímému prodeji a komerčnímu využívání výsledků projektu. Software, data a obsah shromážděné a vytvořené v rámci projektu EMPATIA přísluší komunitě jejích tvůrců.

## c) Odpovědnost uživatelů

Uživatelé webových stránek jsou výhradně lidské bytosti. Není povoleno vytváření robotizovaných nebo jakkoli automatizovaných účtů. Uživatel je vždy vyzván k zadání legálního jména / názvu k umožnění přístupu na danou sekci (podsekcí) konkrétní funkce služby.

Platí, že každý uživatel...:

- Je odpovědný za zajištění náležité bezpečnosti svého účtu a hesla. Manažer nenese žádnou odpovědnost za ztrátu či poškození v důsledku nedodržení bezpečnostních povinností.
- Je plně odpovědný za veškeré činnosti uskutečňované v rámci účtu nebo v jeho souvislosti
- Musí okamžitě upozornit Manažera o každém případě neautorizovaného využívání účtu nebo porušení zabezpečení
- Musí využívat Službu pouze za účelem legálních a autorizovaných činností
- Musí při využívání Služby postupovat tak, aby nezpůsobil porušení zákonů dané země či instituce

## d) Obsah generovaný uživateli

Každý uživatel aktivně zapojený do činností v některém z procesů řízených těmito Stránkami (např. předkládáním návrhů, komentáři v diskusích, příspěvky v podobě obrázků nebo odkazů v diskusích popř. jiným způsobem včetně umožnění těchto činností třetí straně) nebo využíváním materiálu, který je k dispozici prostřednictvím těchto Stránek (jakýkoli obecný či konkrétním uživatelem vytvářený) plně odpovídá za jeho obsah a případné škody jím způsobené. Uvedené ustanovení platí bez ohledu na formu obsahu - text, grafiku, zvukové záznamy či počítačové programy.

Není-li uvedeno jinak, musí být veškerý obsah generovaný uživatelem na základě diskusí a procesů spravovaných v rámci těchto Stránek uveřejňován podle nekomerční 4.0 verze mezinárodní licence „Creative Commons Attribution“, (veškeré podrobnosti viz <https://creativecommons.org/licenses/by-nc-sa/4.0/>). Stejná licence platí i pro obsah generovaný Manažerem těchto Stránek.

Při vytváření obsahu se Uživatel zavazuje, že....:

- ... zveřejňováním obsahu na těchto Stránkách nebude porušovat Zásady ochrany osobních údajů;
- ... stahováním, kopírováním a využíváním obsahu uživatelů nebude porušovat vlastnická a majetková práva zejména autorská práva, patentová práva a vyhlášky, práva na ochranu značky, zásady ochrany utajovaných skutečností třetích stran.
- Bude v plné míře dodržovat licenční podmínky týkající se uživatelského obsahu a podnikne veškerá nezbytná opatření k splnění podmínek koncového uživatele;
- Svou činností nedopustí zavlečení virů či jakýchkoli škodlivých programů (typu (červ) worm, Trojský kůň apod.);
- Jím vytvořený obsah nebude obsahovat spam, nebude strojově nebo náhodně generován a nebude obsahovat jakékoli neetické či nevyžádané obchodní informace a materiály vytvářené za účelem generování provozu třetím stranám nebo k posílení postavení stránek třetích stran jakož i k jiným nelegálním činnostem (např. phishingu) nebo poskytování zavádějících informací o zdroji daného materiálu (např. v podobě spoofingu);
- ... obsahem nebudou pornografické materiály nebo jakékoli hrozby či návody k použití násilí a obsah nebude porušovat práva na soukromí a zveřejňování informací třetích stran;
- .... Obsah nebude zahrnovat nechtěné elektronické zprávy např. různé odkazy na informační zdroje, seznamy e-mailových adres jiné skupiny či webové stránky vnímané jako spam a jiné podobné nevyžádané propagační metody;
- ...nebude označovat zveřejněný obsah způsobem, který by mohl mást čtenáře ohledně identity autora (jednotlivce či firmy).
- V případě používání počítačového kódu bude přesně kategorizovat nebo popisovat příslušnou licenci, typ, povahu a využití a účinky daných materiálů.

Každý uživatel má právo svůj účet kdykoli deaktivovat. Identifikační informace jako jméno uživatele nebo profilová fotografie budou od tohoto okamžiku odděleny od pořízeného obsahu. Ve snaze uchovat integritu procesů spravovaných v rámci této Služby zůstane doposud zveřejněný obsah nadále zachován.

#### **e) Zrušení či odstranění obsahu**

Manažer má právo:

1. Odmítnout nebo odstranit jakýkoli obsah, jenž porušuje některou ze zásad projektu EMPATIA nebo je jakkoli škodlivý či sporný
2. Zrušit nebo nepovolit přístup k užívání Služby jednotlivci či subjektu, jenž porušuje některou ze zásad projektu EMPATIA.

Manažer má právo s okamžitou platností bez odůvodnění nebo předchozí výpovědi kdykoli ukončit přístup ke Službě kterémukoli uživateli. V případě, že se rozhodne ukončit Smlouvu nebo provozování účtu sám uživatel, stačí, pokud přestane dotýčnou Službu používat. Veškerá ustanovení Smlouvy, jež by vzhledem ke své povaze měla zůstat v platnosti i po ukončení smluvního vztahu včetně ustanovení o vlastnictví, prohlášení o zárukách, odškodnění a omezené odpovědnosti zůstanou i nadále v platnosti.

#### **f) Cookies**

K řádnému fungování služby má provozovatel právo umístit na vaše zařízení malé datové soubory známé pod názvem „cookies“. Cookie představuje menší textový soubor, jenž webové stránky ukládají na vašem počítači nebo mobilním přístroji v okamžiku navštívení webových stránek. Slouží po určitou dobu k zapamatování činností a preferencí uživatele (např. jazyka, velikosti písma aj.), a usnadňují tím práci uživateli, který nemusí opakovaně údaje zadávat (např. po návratu k počítači nebo při procházení jednotlivých stránek souboru).

Některé stránky naší služby využívají cookies typu Session (relace) a Persistent (trvanlivé) k zapamatování následujících preferencí uživatele:

- Typ „Persistent“: zobrazí jazyk a jiné preference např. nastavení barevného kontrastu nebo velikosti písma (fontu);
- Předchozí smlouvu k využívání cookies na příslušných webových stránkách.

Typ „Session“:

Vstupní cookies uživatele (identifikační číslo relace) např. cookies prvního subjektu k evidenci zadávaných údajů uživatele při vyplňování různých formulářů po dobu trvání příslušné relace;

Umožnění tohoto typu cookies nepředstavuje nezbytný předpoklad k provozování daných webových stránek, nicméně jejich využívání zajistí uživateli příjemnější práci při procházení internetu. Tyto cookies lze odstraňovat nebo zablokovat, což však může způsobit omezenou funkčnost některých funkcí těchto webových stránek. Vzhledem k tomu, že cookies nedovedou uživatele identifikovat, zůstávají vzorová data plně pod naší kontrolou. Cookies se využívají výhradně k výše popsaným účelům.

Některé dílčí stránky projektu EMPATIA mohou využívat i jiné cookies lišící se od popisu v předchozím odstavci. V takovém případě bude uživatel podrobněji informován na příslušné stránce. U některých cookies může k jejich uložení systém vyžadovat souhlas uživatele. Uživatel může cookies libovolně kontrolovat tzn. i odstraňovat. Více podrobností o cookies přináší stránky [aboutcookies.org](http://aboutcookies.org). Všechny cookies instalované na svém počítači může uživatel odstraňovat a většinu prohlížečů nastavovat do polohy, která znemožní další umístění cookies na počítač. K zajištění řádného fungování všech služeb a funkcí však bude potřeba upravovat některá preferovaná nastavení ručně při každém navštívení webových stránek.

## Software třetích stran

K zajištění dalších funkcí a vysoké výkonnosti služby využíváme software třetích stran uvedený na této stránce. Projekt EMPATIA sdílí data s těmito službami a z důvodů zvýšení pohodlí poskytuje stránka odkazy na zásady ochrany osobních údajů třetích stran. Více informací naleznete v sekci Zásady ochrany osobních údajů (odkaz).

### Google Analytics

Analytika Google eviduje náhledy stránky a jiné statistické údaje o využívání stránek. Společnost Google získává IP adresy uživatelů a jiná metadata příslušné relace včetně adres URL navštívených stránek nesoucí názvy diskusí a jména (názvy) skupin.

## g) Veřejný ochránce práv

V rámci projektu EMPATIA byl jmenován tzv. veřejný ochránce práv, jenž má sloužit jako nestranný prostředník mezi manažery a uživateli platformy EMPATIA. Veřejný ochránce práv může v rozsahu svých



pravomocí shromažďovat a prošetřovat stížnosti a reklamace týkající se zneužívání Služby, porušení podmínek služby, zásad ochrany osobních údajů nebo práv duševního vlastnictví.

Činnost veřejného ochránce práv má v oblasti spadající do jeho (její) kompetence pouze informativní charakter (tj. nikoli charakter výkonného či řídicího rozhodnutí). Mezi kompetence veřejného ochránce práv patří:

- Zajišťovat prosazování práva na přístup k osobním datům a ukončení činnosti dle definic uvedených v Zásadách ochrany osobních údajů nebo v rámci zásad ochrany duševního vlastnictví Služby;
- Napomáhat uživatelům při vymáhání svých práv a zajišťování dodržování povinností;
- Přijímat reklamace, stížnosti a podněty od uživatelů a po jejich vyhodnocení reagovat v podobě doporučení a návrhů řešení;
- Odpovídat na přijaté požadavky a stížnosti poskytováním poradenství a hodnocení, mediací, urovnáváním sporů, prošetřováním reklamací a nabízením vhodných doporučení.

Veřejný ochránce práv má právo odmítnout požadavek na řešení stížnosti, pokud by mohlo dojít k poškození legitimních práv jiné strany, dále v případě probíhajícího soudního nebo administrativního řízení, v případě reklamace nebo reklamovaného případu staršího než jeden rok. Veřejný ochránce práv může odmítnout i případ, který není dostatečně podložen nebo je evidentně nepatřičný, popř. obsah stížnosti nespadá do kompetence řešení veřejným ochráncem práv.

Funkcí veřejného ochránce práv byl pověřen:

Prof. Vishanth Weerakkody,

profesor řízení digitálních služeb

Brunel University London (UK) –

Email: [Vishanth.weerakkody@brunel.ac.uk](mailto:Vishanth.weerakkody@brunel.ac.uk)

Veřejného ochránce práv lze kontaktovat na jeho e-mailové adrese s uvedením:

“POŽADAVEK NA VEŘEJNÉHO OCHRÁNCE PRÁV WEBOVÝCH STRÁNEK PROJEKTU EMPATIA”

## h) Prohlášení

Provozovatel zajišťuje Službu v předkládané podobě. Manažer nenese jakoukoli odpovědnost vůči uživateli vyjádřenou implicitně nebo explicitně. Manažer, konsorcium, dodavatelé a udělovatelé licencí nezaručují dokonalou bezchybnost Služby a nepřerušovaný přístup ke Službě po celou dobu jejího provozu. Získávání obsahu (stahováním nebo jinou formou) nebo jednotlivých služeb pomocí předmětné Služby provádí uživatel po vlastním zvážení a na vlastní riziko.

## i) Omezení odpovědnosti

Manažer, konsorcium, dodavatelé a udělovatelé licencí nenesou jakoukoli právní odpovědnost s ohledem na předmět smlouvy v souvislosti s jakýmkoli smluvním vztahem, případem zanedbání nebo iným podobným případem pokud.:

1. Dojde k porušení zákona na straně uživatele;
2. Dojde ke vzniku mimořádné, náhodné či následné škody;
3. Vzniknou náklady na pořízení náhradních produktů či služeb;
4. Dojde k přerušení používání služby nebo ke ztrátě či poškození dat.

## j) Pravidla provádění změn podmínek Služby

Uvedené podmínky lze průběžně upravovat. Po provedení změny budou uživatelé nejdříve vyzváni změnu akceptovat. Dodatečné podmínky mohou platit jen pro určité oblasti v rámci webových stránek např. žádosti o přidělení financování grantu nebo platby za jednotlivé akce. Provozovatel si vyhrazuje právo tyto podmínky kdykoli upravovat. Veškeré změny vstupují v platnost okamžikem umístění informace o provedení změny na příslušné stránky. Uživatelé budou o všech změnách informováni v podobě e-mailové zprávy nebo prostřednictvím této Služby. Další využívání a přístup ke Službě po oznámení provedení změny této Smlouvy podléhá akceptaci na straně uživatele. Služba může v budoucnosti nabízet nové služby popř. funkce (včetně vydávání nových nástrojů a zdrojů). Na veškeré nové funkce resp. služby se budou vztahovat i podmínky této Smlouvy.

## k) Zastoupení a záruky

Každý uživatel se zavazuje:

1. Používat Služby striktně podle Zásad ochrany osobních údajů projektu EMPATIA (odkaz), podmínek této Smlouvy a při dodržení všech zákonů a vyhlášek (včetně bez omezení veškerých místních zákonů či vyhlášek země, státu města uživatele či jiných administrativních oblastí) týkajících se řádného chování při on-line provozu a akceptovatelného obsahu

2. Že využíváním služby nebude porušovat práva duševního vlastnictví třetí strany.

## I) Platné právo

**Podmínky služby se řídí platnými zákony Portugalska. Řešení případných sporů z nich vyplývajících spadá do pravomoci soudů Portugalska.**

## ANNEX P Privacy Policy Adaptation 4 - Wuppertal

### Datenschutzbestimmungen

Die folgenden Datenschutzbestimmungen beschreiben unsere Praktiken für die Arten von personenbezogenen Daten, die durch die Nutzung des EMPATIA-Anwendungsdienstes ("Dienst") auf der Website buergerbudget.wuppertal.de gesammelt werden. Der Dienst und die Website werden im Rahmen des EMPATIA-Projekts ("Projekt") entwickelt und verwaltet, das durch Horizon 2020, dem Rahmenprogramm für Forschung und Innovation der Europäischen Union, unter der Finanzhilfvereinbarung Nr. 687920 finanziert wird. Der Dienst wird durch die Zebalog GmbH & Co. KG im Auftrag des EMPATIA-Konsortiums ("EMPATIA") verwaltet, das unter der Leitung des Center for Social Studies in Coimbra (Portugal) steht und sich aus folgenden Partnern zusammensetzt: OneSource (Portugal); D21 (Tschechische Republik); Brunel University London (Großbritannien); Università degli Studi di Milano (Italien); Zebalog (Deutschland); Associação In Loco (Portugal).

Diese Datenschutzbestimmungen erläutern, wie EMPATIA personenbezogene Daten verwendet, die über diesen Service erhoben werden, mit wem sie geteilt werden und wie sie verwaltet, archiviert und geschützt werden.

#### 1. Rollen der beteiligten Organisationen

Die Datenverwaltung für diese Website wird von den folgenden Organisationen geteilt:

11. Datenverantwortlicher und verantwortlich für die Durchsetzung der Datenschutzerklärung: Zebalog GmbH & Co. KG;
12. Datenverarbeiter und zuständig für die Verwaltung der Daten zu den in der Datenschutzerklärung festgelegten Zwecken: Zebalog GmbH & Co. KG;
13. Verantwortlich für Datenarchivierung und -pflege: OneSource (Portugal).

#### 2. Zweck der Datenerhebung

Die personenbezogenen Daten werden unter diesen Bestimmungen für die folgenden Zwecke gesammelt und verwaltet:

- Sicherstellung der eindeutigen Authentifizierung der Benutzer, die zur Teilnahme an den durch diesen Dienst verwalteten demokratischen Innovationen erforderlich ist;
- Erforschung, Überwachung und Ermöglichung unabhängiger Kontrolle der Lieferung und Ergebnisse der durch diese Plattform verwalteten demokratischen Innovationen;
- Untersuchung und Erforschung, wie Benutzer und Besucher den Service nutzen;
- Kommunikation mit den Benutzern hinsichtlich eventueller Aktualisierungen des Dienstes und seiner Richtlinien.
- Bereitstellung periodischer Informationen hinsichtlich des Inhalts der Website gemäß den von jedem Benutzer konfigurierten Benachrichtigungseinstellungen;
- Einhaltung der Gesetze der Europäischen Union und Deutschlands.

In jedem Fall wird der Datenverantwortliche nicht:

20. jegliche auf dieser Website erhobenen personenbezogenen Daten veräußern.
21. jegliche auf dieser Website erhobenen personenbezogenen Daten zur Vermarktung kommerzieller Zwecke nutzen.

#### 3. Gesammelte Daten

##### Personenbezogene Daten

Die folgenden personenbezogenen Daten werden auf dieser Website gesammelt, um neue Benutzer zu registrieren:

- Name
- E-Mail-Adresse
- Alter
- Stadtteil
- Geschlecht
- Bildungsstand

## Umfragedaten

EMPATIA kann Fragebögen und Umfragen für die Nutzer dieses Dienstes vorschlagen bezüglich:

- den Erfahrungen mit dem Service
- anderen Themen im Zusammenhang mit den demokratischen Innovationen, die über den Dienst verwaltet werden

Die Beantwortung der Umfragen und Fragebögen ist freiwillig und kann von den Nutzern abgelehnt werden.

Die durch Umfragen und Fragebögen gesammelte Daten werden als zusätzliche personenbezogene Daten verwaltet, wobei dieselben Sicherheits- und Datenschutzmaßnahmen eingehalten werden, die in dieser Bestimmungen beschrieben sind.

### Nicht-personenbezogene Daten

Der Dienst sammelt auch nicht-personenbezogene Informationen der Art, die Webbrowser und Server typischerweise zur Verfügung stellen, z. B. den Browsertyp, die Spracheinstellung, die verweisende Site sowie das Datum und die Uhrzeit der Besucheranfragen.

### Potenziell personenbezogenen Daten

Der Service sammelt potenziell personenbezogenen Daten wie Internetprotokoll-Adressen (IP-Adressen). EMPATIA verwendet diese Informationen nicht, um seine Besucher zu identifizieren, und gibt diese Informationen nicht heraus, wobei dieselben Sicherheits- und Datenschutzmaßnahmen eingehalten werden, die in dieser Bestimmungen beschrieben sind.

### User Generated Content and Personally Identifiable Information

Der Service kann Diskussionen, Kommentare, Vorschläge und andere Inhalte, die von Nutzern während der Nutzung der Plattform generiert werden, hosten.

Dieser von Nutzern generierte Inhalt kann den Nutzer auch für Dritte und in einigen Fällen für die allgemeine Öffentlichkeit persönlich identifizierbar machen. Die Nutzer dürfen keine personenbezogenen Daten über die auf dieser Website veröffentlichten Inhalte zur Verfügung stellen.

Jeder Benutzer kann die Datenschutzbestimmungen in Bezug auf seine veröffentlichten Inhalte und seine Sichtbarkeit im Internet konfigurieren und ein Pseudonym sowie eine anonyme E-Mail-Adresse verwenden. Für weitere Informationen über den vom Benutzer erstellten Inhalt wenden Sie sich bitte an die Nutzungsbedingungen (Link).

## 4. Datensicherheit und -integrität

EMPATIA ergreift alle notwendigen Schritte, um personenbezogene Daten und Inhalte der Nutzer vor Verlust, Missbrauch und unbefugtem Zugriff, Offenlegung, Veränderung und Zerstörung zu schützen.

### Physische Datensicherheit

Das Rechenzentrum, in dem die Daten archiviert und aufbewahrt werden, hat strenge Sicherheitsrichtlinien hinsichtlich des physischen Zugriffs. Der Zugriff auf das Rechenzentrum ist auf den CTO sowie den CISO beschränkt und der Zugriff wird auf zwei Sicherheitsebenen verwaltet: physische Schlüssel und Alarmanlage. Der gesamte Zugriff wird in der Alarmanlage gespeichert und in den internen Prozeduren von OneSource dokumentiert.

Die Infrastruktur für die Datenarchivierung wird von redundanten Servern und professionellen Lagersystemen mit aktiven Mechanismen der Redundanz und des Schutzes auf der physischen Ebene für die Stromversorgung (USV-Systeme) unterstützt. Zur Speicherung werden Fibre Channel SAN mit RAID und mehrere Servern verwendet. Das Backup-System umfasst automatisierte Verfahren, um den Datenschutz auf zwei Ebenen zu gewährleisten: In-Datcenter-Backups und externe Datencenter-Backups. Die In-Datcenter-Backups beinhalten tägliche Kopien, die für zwei Jahre gespeichert werden. Die externen Datencenter-Backups werden wöchentlich durchgeführt und für bis zu zwei Jahre gespeichert. Alle Sicherungsebenen verwenden Verschlüsselungstechnologien und der gesamte Zugriff auf die Backups wird im SIEM von OneSource gesteuert. Warnungen der Stufe 1 (d.h. mit hohem Schweregrad) werden durch den SIEM an den CISO zur Einschätzung der Sicherheitsrisiken weitergegeben.

### Logische Datensicherheit

Die Plattform implementiert Sicherheitsmechanismen, um die Daten zu schützen und den Zugriff auf die Daten zu verwalten. Da die Plattform aus mehreren und unabhängigen Komponenten besteht, werden diese auf verschiedene Servern verteilt. Alle Daten, insbesondere personenbezogene Daten, werden durch spezifische Komponenten geschützt, die den Zugriff auf die Daten und andere Komponenten nur mit gültigen JWT-Token ermöglichen (generiert durch gültige Authentifizierungsmechanismen). Alle Token haben strenge Richtlinien hinsichtlich ihres Verfalls (d.h. nach 10 Minuten), und es sind neue Logins erforderlich, um gültige Token bereitzustellen. Wie gesagt, alle Transaktionen, die Zugriff auf Daten erfordern, benötigen gültige Token.

Wie beschrieben benötigen alle Transaktionen, die Zugriff auf Daten erfordern, gültige Token. Daher kann kein Zugriff auf Daten ohne gültige Login- und Zugriffsberechtigungen durchgeführt werden, welche der Rolle des Benutzers entsprechend festgelegt werden (z.B. als Manager einer Entität oder einfach als Benutzer, der am PB-Prozess teilnimmt).

Alle Zugriffe werden im SIEM von OneSource analysiert, wobei Vorfälle der Stufe 1 (d.h. mit hohem Schweregrad) an den CISO delegiert werden, während Vorfälle der Stufe 2 (d.h. mit mittlerem Schweregrad) und Stufe 3 (d.h. mit geringem Schweregrad) von den Netzwerkadministratoren und Systembetreibern von OneSource verwaltet werden.

#### 5. Aufbewahrung personenbezogener Daten

Personenbezogene Daten, die zu irgendeinem Zweck verarbeitet werden, dürfen nicht länger aufbewahrt werden als für den jeweiligen Zweck erforderlich, und in keinem Fall länger als ein Jahr nach dem letzten Zugang zum Service durch den Nutzer.

#### 6. Verfahren zum Zugriff auf personenbezogene Daten

Jeder Nutzer ist berechtigt, auf alle seine personenbezogenen Daten und Informationen zuzugreifen, die über diesen Service erhoben wurden, und zu wissen, wie diese Informationen verarbeitet werden. Wenn Sie wissen möchten, welche personenbezogenen Daten und weitere Daten erhoben werden, schreiben Sie bitte an [datenschutz \[at\] zebralog.de](mailto:datenschutz[at]zebralog.de)

#### 7. Verfahren zum Rücktritt

Jeder Nutzer ist berechtigt, den Service zu kündigen und die Beseitigung aller personenbezogenen Daten und Informationen zu verlangen, die durch diesen Service erhoben werden. Wenn Sie den Service kündigen möchten, schreiben Sie bitte an [datenschutz \(at\) zebralog.de](mailto:datenschutz[at]zebralog.de)

#### Open Access

EMPATIA verfolgt die Grundsätze von Open Access, wie sie durch Horizon 2020, dem Rahmenprogramm für Forschung und Innovation der Europäischen Union, definiert sind: Das Wissen, das durch EMPATIA gesammelt und generiert wird, soll öffentlich und in einem offenen Format für alle nicht kommerziellen Zwecke freigegeben werden, darunter insbesondere für die Forschung und für die unabhängige Überwachung und Bewertung. Konkret sollen Daten, die durch die Nutzung der Plattform von EMPATIA erhoben und generiert werden, in einem öffentlichen Datenbestand freigegeben und Maßnahmen ergriffen werden, um Dritten den Zugang, die Verwendung, die Vervielfältigung und die Verbreitung zu einem nicht kommerziellen Zweck zu ermöglichen, kostenfrei für jeden Nutzer. In jedem Fall wird EMPATIA nur nicht-personenbezogene Informationen freigeben, wobei Informationen in einer Weise gebündelt und zusammengefasst werden, die es nicht ermöglicht, personenbezogene Daten zu identifizieren.

#### Dritte mit Zugang zu personenbezogenen Daten

Um die Funktionalität von EMPATIA und eine hohe Leistung des Service anzubieten, kann EMPATIA Benutzerdaten mit Dritten teilen. Dies betrifft insbesondere Mitarbeiter/innen der Stadt Wuppertal, die das Redaktionsteam auf der Plattform bilden. Mehr Details über Dienstleistungen von Dritten siehe Nutzungsbedingungen ([Link](#)).

#### Verantwortliche Stelle für die Genehmigung der Datenschutzrichtlinien

Diese Bestimmungen wurden vom Centre for Social Studies in Coimbra, dem Ethikkoordinator von EMPATIA, entwickelt und vom Konsortium genehmigt. Das Konsortium kann diese Bestimmungen künftig im Rahmen der in unseren Nutzungsbedingungen festgelegten ethischen Grundsätze ändern. Jede geänderte Bestimmung ist wirksam mit Veröffentlichung auf dieser Website, und das Konsortium wird alle möglichen Anstrengungen unternehmen, um Sie über diese Änderungen per E-Mail oder über die Website zu informieren.

## 8. Version und Inbetriebnahme der Datenschutzbestimmungen

Die aktuelle Version der Datenschutzbestimmungen ist die 1.0.

Sie gilt seit dem 01.01.2017, bis eine neue Version freigegeben wird.

### 9. Rechtlicher Rahmen der Datenschutzbestimmungen

Der Regulierungsrahmen für den Datenschutz und das Management wird durch die folgenden Normen und Vorschriften der Europäischen Union und die Gesetze von Deutschland geprägt, in denen der Dienst eingerichtet ist:

Es gelten die Datenschutzbestimmungen des Landes NRW und der europäischen Union.

### 10. Kontakt

Vielen Dank, dass Sie sich die Zeit genommen haben, sich über die Datenschutzbestimmungen von EMPATIA zu informieren. EMPATIA ist der Ansicht, dass es für unsere Nutzer wichtig ist, genau zu wissen, wie ihre persönlichen Daten behandelt werden. Wenn Sie Fragen oder Bedenken haben, die in dieser Richtlinie nicht beantwortet wurden, wenden Sie sich bitte an den für diesen Service zuständigen Datenverarbeitenden unter folgender Adresse:

Zebralog GmbH & Co. KG, [datenschutz@zebralog.de](mailto:datenschutz@zebralog.de)



## ANNEX Q Terms of Use Adaptation 4 - Wuppertal

### Nutzungsbedingungen

#### 14. Definitionen

Die nachfolgenden Nutzungsbedingungen regeln die gesamte Nutzung des Dienstes von EMPATIA ("Dienst") sowie sämtliche Inhalte, Services und Produkte, die auf oder über [buergerbudget.wuppertal.de](http://buergerbudget.wuppertal.de) ("Seite") zur Verfügung stehen.

Der Dienst und die Website werden im Rahmen des Projekts EMPATIA ("Projekt") entwickelt und verwaltet. Das Projekt wird über die Finanzhilfevereinbarung Nr. 687920 durch Mittel aus dem Horizon 2020-Programm für Forschung und Innovation der Europäischen Union finanziert. Der Dienst wird von der Zebralog GmbH & Co. KG im Auftrag des EMPATIA Konsortiums ("EMPATIA") betreut, das unter der Leitung des CES steht und sich aus den folgenden Partnern zusammensetzt: OneSource (Portugal); D21 Tschechien); Brunel University London; (Großbritannien); Università degli Studi di Milano (Italien); Zebralog; (Deutschland); Associação In Loco (Portugal).

Der Dienst wird unter Voraussetzung Ihrer uneingeschränkten Zustimmung zu allen hierin enthaltenen Bedingungen sowie allen weiteren Regeln und Richtlinien (einschließlich, ohne Einschränkung, EMPATIA's Datenschutzbestimmungen) angeboten. Zusätzliche Bestimmungen können von Zeit zu Zeit auf dieser Website von EMPATIA veröffentlicht werden.

Die Nutzung der Website unterliegt diesen Bedingungen. Zusätzlich regeln andere auf dieser Website veröffentlichte Bestimmungen spezifische Bereiche, wie:

Die Datenschutzbestimmungen erklären, wie wir die persönlichen Informationen nutzen, die wir über die Website sammeln. Wenn Sie mit diesen Nutzungsbedingungen oder unseren Datenschutzbestimmungen nicht einverstanden sind, verwenden Sie diese Website bitte nicht.

Unsere IP-Richtlinien enthalten Informationen über die Rechte an geistigem Eigentum der auf dieser Website veröffentlichten Inhalte, einschließlich kreativer Inhalte, wissenschaftlicher Inhalte, Datensets und Software-Code.

Wenn Sie diese Vereinbarung im Namen einer Gesellschaft oder einer anderen juristischen Person abschließen, gewährleisten Sie, dass Sie berechtigt sind, eine solche Einheit, ihre Tochtergesellschaften und alle Benutzer, die über Ihren Account auf unsere Dienste zugreifen, zu diesen Bedingungen zu binden. Die Begriffe "Sie" oder "Ihr" beziehen sich auf eine solche Einheit, ihre Tochtergesellschaften und Benutzer, die mit ihr verbunden sind. Wenn Sie nicht über diese Befugnisse verfügen oder wenn Sie mit diesen Bedingungen nicht einverstanden sind, dürfen Sie diese Vereinbarung nicht akzeptieren und dürfen die Dienste nicht nutzen.

Durch den Zugriff oder die Nutzung eines Teils der Website erklären Sie sich einverstanden, an die Bedingungen dieser Vereinbarung gebunden zu sein. Wenn Sie nicht mit allen Bedingungen dieser Vereinbarung einverstanden sind, dürfen Sie nicht auf den Dienst zugreifen. Wenn diese Bedingungen als Angebot von EMPATIA betrachtet werden, ist die Annahme ausdrücklich auf diese Bedingungen beschränkt.

#### Ethische Grundsätze

EMPATIA hat sich den folgenden ethischen Grundsätzen verpflichtet:

**Soziale Inklusion.** EMPATIA soll dazu genutzt werden Barrieren in der Bürgerbeteiligung abzubauen, indem gezielt die schwächsten sozialen Gruppen angesprochen werden und multiple Orte für aktives Engagement bereitgestellt werden. EMPATIA darf auf keinen Fall in Prozessen eingesetzt werden, die Gruppen oder Minderheiten diskriminieren oder soziale Gruppen ausschließen, die berechtigt sind, als Teil der am Prozess beteiligten Gemeinschaft teilzunehmen.

**Deliberative Qualität.** EMPATIA muss darauf abzielen, die Qualität der Deliberation in den Partizipationsräumen, die durch die Plattform verwaltet werden, zu fördern. Die über EMPATIA ablaufenden deliberativen Prozesse sollen durch die Prinzipien der "idealen Sprechsituation" inspiriert sein, das heißt: (i) niemand, der in der Lage ist, einen relevanten Beitrag zu leisten, kann ausgeschlossen werden, (ii) die Stimmen der Teilnehmer sind gleichgewichtet, (iii) sie sind frei ihre ehrliche Meinung zu äußern ohne Täuschung oder Selbsttäuschung und (iv) der Prozess und das Diskursverfahren enthalten keine Form von Zwang. Den Teilnehmern sind alle Informationen und Ressourcen zu Verfügung zu stellen, die sie benötigen, um sich in einer fundierten Debatte zu beteiligen.



### Multi-Channel Partizipation. Der Einsatz von EMPATIA-basierten

Beteiligungsmitteln sollte nicht automatisch andere Kommunikationskanäle der Bürgerinnen und Bürger ersetzen oder eliminieren, sondern zur Gestaltung und Verwaltung von demokratischen Innovationen über mehrere Kanäle führen. Multi-channel demokratische Innovationen sind Prozesse, die Botschaften und partizipative Räume, die auf unterschiedliche Bevölkerungsschichten ausgerichtet sind, in ein System integrieren, das speziell darauf ausgerichtet ist, die Beteiligung der Bürger am politischen Entscheidungsprozess zu stärken und zu vertiefen.

Datenschutz. EMPATIA muss die Privatsphäre der Nutzer schützen, sie über die gesammelten Daten informieren und um eine ausdrückliche Zustimmung bitten, in Übereinstimmung mit lokalen, nationalen und internationalen Bestimmungen zum Schutz personenbezogener Daten. EMPATIA muss die Durchsetzung der in der (EU-)Verordnung Nr. 1291/2013 zu Horizon 2020 festgelegten Grundsätze sicherstellen: "Grundsatz der Verhältnismäßigkeit", „Schutz der Privatsphäre“, „Schutz personenbezogener Daten“, „Recht auf körperliche und geistige Unversehrtheit der Person“, „Recht auf Nichtdiskriminierung“ und die „Notwendigkeit, ein hohes Schutzniveau für die menschliche Gesundheit zu gewährleisten" (Artikel 19 der (EU-)Verordnung 1291/2013).

Transparenz. EMPATIA will die Rechenschaftspflicht in Bezug auf die Umsetzung der durch die partizipativen Prozesse getroffenen Entscheidungen, auf die Gesamtaktivität der Plattform und auf deren Management erhöhen. EMPATIA folgt den von der EU-Kommission in Horizon2020 definierten Open Access-Grundsätze, die in Artikel 29 des GA von EMPATIA integriert sind: Alle durch EMPATIA gesammelten und generierten Erkenntnisse müssen in offenem Format für jegliche nichtkommerziellen Nutzung veröffentlicht werden, insbesondere für die Forschung und unabhängige Überwachung und Evaluierung. Insbesondere werden die durch die Nutzung der Plattform von EMPATIA erhobenen und generierten Daten in einem öffentlichen Datenpool in geeigneter Weise veröffentlicht, um Dritten zu ermöglichen für nichtkommerzielle Zwecke kostenlos auf die Daten zugreifen zu können, sie zu durchsuchen, zu vervielfältigen und zu verbreiten.

Rechtmäßigkeit. Keine Nutzung oder Konfiguration der EMPATIA-Plattform darf bestehende Gesetze oder Verordnungen (lokale, nationale oder internationale Vorschriften), die im Umfeld in dem der Pilot umgesetzt wird bestehen, verletzen oder einschränken.

Gemeingut. EMPATIA ist in erster Linie als "nicht-exklusives" Werkzeug gedacht. Es soll Dritten frei zugänglich sein und zugunsten der Nutzung und Weiterverwendung ausgerichtet sein, statt als Ware zu dienen. Diese neue Public Domain beinhaltet die Verteilung und die gemeinsame Verfügung über Informations- und instrumentelle Ressourcen und Technologien, entwickelt zur Nutzung durch die Gemeinschaft, die sie erstellen und anderswo durch alle, die ihre Grundsätze teilen und respektieren. Gemäß dieser Definition kann EMPATIA von Einzelpersonen, Institutionen, Regierungen, Firmen oder anderen Unternehmen verwendet werden, ob gewinnorientiert oder gemeinnützig, solange die Nutzung selbst kein direkter Verkauf und eine Kommerzialisierung der Ergebnisse aus EMPATIA ist. Die Software, die Daten und der Inhalt, die durch EMPATIA gesammelt und erstellt wurden, sollen der Gemeinschaft gehören, die sie erzeugt hat.

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- muss den Manager unverzüglich über jede unberechtigte Nutzung seines Accounts oder jedwede andere Sicherheitsverletzungen informieren
- darf den Dienst nicht für illegale oder nicht autorisierte Zwecke verwenden
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- Software von Drittanbietern

Wir verwenden die auf dieser Seite genannte Drittanbieter-Software, um weitere Funktionen und einen leistungsstarken Service anzubieten. EMPATIA teilt Daten mit diesen Dienstleistern und verlinkt der Einfachheit halber diese Seite auf die Datenschutzrichtlinien der Drittanbieter. Weitere Informationen finden Sie in unserer Datenschutzerklärung ([Link](#)).

#### [Google Analytics](#)

Trackt Seitenaufrufe und andere Nutzungsstatistiken. Google erhält IP-Adressen der Nutzer und andere Metadaten der Sitzung sowie URLs von besuchten Seiten, die mit Diskussionstitel und Gruppennamen aufgeführt werden.

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  - besondere, zufällige oder Folgeschäden;
  - die Kosten für die Beschaffung von Ersatzprodukten oder -dienstleistungen;
  - für Unterbrechung der Nutzung oder Verlust oder Beschädigung von Daten.
- 
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- e) Die Nutzung des Dienstes in strikter Übereinstimmung mit der EMPATIA Datenschutzerklärung (Link), mit dieser Vereinbarung und mit allen geltenden Gesetzen und Bestimmungen (einschließlich aller lokalen Gesetze oder Bestimmungen in Ihrem Staat, Ihrem Land, Ihrer Stadt oder anderen Gebietskörperschaften, hinsichtlich des Verhaltens online und der Angemessenheit von Inhalten) erfolgt und
- f) Die Nutzung des Dienstes keine geistigen Eigentumsrechte Dritter verletzt.

- Anwendbares Recht

Diese Nutzungsbedingungen unterliegen dem deutschen Recht, und die Gerichte Deutschlands sind für alle Streitigkeiten zuständig.

## **ANNEX R      Local Agreement 4 – Wuppertal**

### **Declaration of Cooperation**

CES (Centre for Social Studies of the University of Coimbra) is project coordinator of the EMPATIA project. As such, CES - on behalf of the whole consortium - hereby certifies the support of EMPATIA to the Participatory Budgeting process of the city of Wuppertal.

Besides the services provided to the city of Wuppertal by Zebralog, CES certifies that the EMPATIA consortium will

- make available to the city of Wuppertal the EMPATIA platform, including hosting, configuration and maintenance until December 2017
- provide the necessary documentation for its installation, tests and operation in case the city of Wuppertal would like to host the platform after 2017
- make available a support system to the EMPATIA platform, ensuring all the efforts to guarantee its proper functioning within the shortest time period possible, regarding implementation faults until December 2017
- guarantee the proper employment of the best practices and ethical procedures of the research during the project development, as well as the confidentiality and the safe storage of the collected data
- analyse feature requests and present a plan for their delivery and which of them will be conceived and implemented as part of the EMPATIA project
- support Zebralog with the implementation of the EMPATIA platform
- evaluate the pilot project and make available the results to the city of Wuppertal

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Date

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Signature

## ANNEX S      EMPATIA Open Access Strategy

This document has been developed by the Ethical and Scientific coordinators of EMPATIA under Task 1.3 of EMPATIA and provides social, ethical and legal guidelines for an Open Access Strategy for EMPATIA, and in order to enforce the ethical principles of EMPATIA (see Chapter XX) also in this domain.

The document provides a set of provisions for the enforcement of the OA strategy for each type of results foreseen under EMPATIA.

The Data Management plan (available on <https://www.empatia-project.eu/>) represents the management instrument that will be used all along the project delivery to monitor and ensure the compliance with the provision of this OA strategy.

### Open Access Principles

EMPATIA shall follow the Open Access principles defined by the EU Commission in Horizon2020 and integrated in Article 29 of the AMGA signed by all the partners of the Consortium.

Horizon2020 defines the following objectives as the cornerstones of its general Open Access framework (EUROPEAN COMMISSION Directorate-General for Research & Innovation 2016a):

- I. Build on previous research results (*improved quality of results*)
- II. Encourage collaboration & avoid duplication of effort (*greater efficiency*)
- III. Speed up innovation (*faster progress to market means faster growth*)
- IV. Involve citizens and society (*improved transparency of the scientific process*)

In order to pursue these objectives within EMPATIA, it is important to define a consistent general strategy and establish for EMPATIA a specific set of guidelines that should steer dissemination activities during and after project activities, consistently with the Open Access principles defined in H2020. These guidelines reflect the point of view of the Ethical and Scientific Coordinator of EMPATIA and as a consequence, even if strongly recommended, they are not legally binding. Dissemination of EMPATIA's results must always respect and cannot abridge the legal prerogatives and IPR of all participants, including in particular the partners of the EMPATIA consortium, the public and private entities who will conduct pilots as well as all the participants engaged in the pilots.

The Strategy takes different decisions on the IPR policy necessary to adopt in order to comply with the OA principles of H2020.

In particular, the strategy encompasses four kind of results of EMPATIA that will feed the dissemination activity of the project:

- Creative Content
- Scientific Content
- Software



- Data and metadata generated through the use of EMPATIA

## Creative Content

The dissemination of Creative content resulting from EMPATIA activities should take place under the framework of Creative Commons (CC) licenses.

Creative Commons is a nonprofit organization that enables the sharing and use of creativity and knowledge through free legal tools. It has to be underlined that Creative Commons licenses are not an alternative to copyright. They work alongside copyright and enable copyright holders to modify their copyright terms to best suit their needs.

The choice of dissemination license is crucial for the success of the dissemination itself. On the other hand, the legal complexity and variety of application contexts worldwide requires a simplification from the point of view of content producers. CC represents a set of free, easy-to-use copyright licenses and provides a simple, standardized way to give the public permission to share and use their creative work, on conditions of their choice. We can summarize by saying that CC licenses let content producers easily change their default copyright terms from the default of “all rights reserved” to “some rights reserved.”

For the dissemination of EMPATIA creative content we suggest the use of *Creative Commons Attribution – Non-commercial – Share alike 4.0 International license*. We consider this license suitable because it allow to share (copy and redistribute the material in any medium or format) and adapt (remix, transform and build upon the released material) under the following terms:

- **Attribution** — *You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.*
- **Non-commercial** — *You may not use the material for commercial purposes.*
- **Share alike** — *If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.*

Other suitable license to be considered are the GNU Free Documentation Licenses.

## Scientific Content

The Open Access of scientific content produced under EMPATIA is already regulated in a clear manner by the AMGA art. N. 29 and clearly explained in the “guidelines for Open Access in H2020” provided by the European Commission (EUROPEAN COMMISSION Directorate-General for Research & Innovation 2016b).

According to these documents, the Open Access on scientific information refers to “*the practice of providing online access to scientific information that is free of charge to the end-user and reusable.*”

Main routes to open access are considered:

- I. **Self-archiving / 'green' open access** – the author, or a representative, archives (deposits) the published article or the final peer-reviewed manuscript in an online repository before, at the same time as, or after publication. Some publishers request that open access be granted only after an embargo period has elapsed.
- II. **Open access publishing / 'gold' open access** – an article is immediately published in open access mode. In this model, the payment of publication costs is shifted away from subscribing readers. The most common business model is based on one-off payments by authors. In other cases, the costs of open access publishing are covered by subsidies or other funding models. Finally, a number of digital Scientific Journals directly adopt an Open Access and are published online free of charge.

## Software

The EMPATIA project will produce also software as one of the main results. The code developed in EMPATIA, according to what also described in the project's DoA, should be released under an open-source license. Ethical and Scientific coordinators of EMPATIA highlights the importance of high consistency between the technological and IPR choices and the principle and objective of the project aimed to the creation of digital commons. In particular, the License chosen for EMPATIA is the GNU Affero General Public License v.3.0 (<https://www.gnu.org/licenses/agpl-3.0.en.html>)

According to the GNU foundation, “developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.” Differently from other kind of free licenses the AGPL ensures that future modification to the software must be released to the community under the same conditions of re-use.

Regarding the public release, it is important that EMPATIA code is released through an open-source repository, such as github, and eventually in other simpler channels of distribution (ie docker) together with the documentation necessary to install and run it. This kind of release covers a basic level of archiving and preservation of platform code by spreading it into the open-source community, virtually at no cost. Stable version of EMPATIA's software will be released at the end of the project.

## Data and metadata generated through the use of EMPATIA tools

The framework of open access to data is regulated by the Open Access Guidelines provided Horizon 2020:

*Regarding the digital research data generated in the action ('data'), the beneficiaries must:*

*(a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:*

*(i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;*



*(ii) other data, including associated metadata, as specified and within the deadlines laid down in the data management plan (DMP);*

*(b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (EUROPEAN COMMISSION Directorate-General for Research & Innovation 2016a).*

The Data Management Plan (DMP) is indeed a pivotal document in the open access strategy of EMPATIA, and it is currently available at <https://www.empatia-project.eu/>.

The purpose of the DMP is “to provide an analysis of the main elements of the data management policy that will be used by the partners with regard to all the datasets that will be generated by the project”.

In this sub chapter we aim to set up a list of recommendations in order to make the DMP of EMPATIA compliant with the guidance provided for Data Management plans (id), that highlights how data should be:

- Discoverable
- Accessible
- Assessable and intelligible
- Useable beyond the original purpose for which it was collected
- Interoperable to specific quality standards

All these issues are recommended to be consistent with the principle of EMPATIA as a common. Indeed “data” – especially aggregated and profiled “big data”, exactly the type of data that EMPATIA should and could generate – are one of the new frontiers of value production in the sharing economy. In this context, adequate measures have to be taken in order to avoid the “tragedy of the commons”, the commodified exploitation of common resources produced in non-regulated systems of a sharing economy. For example, a platform designed to empower multichannel participation could be easily turned into an electoral war machine to generate high-quality data regarding citizens’ participation in politics: the mere intention to avoid political or commercial uses of data produced and collected through EMPATIA requires a strong enforcement. This is why we emphasize insistently the need to make EMPATIA’s results as commons, non-appropriable by design.

The following recommendations apply to all the datasets. We intend to treat all data in the same manner as not to create formal and practical inconsistencies in the use of the data, starting from their collection until their release (e.g. anonymizing sensitive data alone would not be sufficient to ensure privacy as the personal data could be used to de-anonymize the first dataset).

#### **i. Data set reference and name**

Each data set created under the framework of EMPATIA will have to be identifiable by reference and name. At the current state of the art EMPATIA is supposed to generate the following kind of datasets:

- Datasets produced through specific surveys or research activity delivered under WP1 (e.g. comparative research on multi-channel participation; survey on the use of collaborative tools);
- Datasets created for development and testing purposes under the framework of WP2 (e.g. a database of technical specification for the EMPATIA platform);
- Datasets regarding the pilots of EMPATIA under WP3 (e.g. datasets of participants in the Lisbon pilot);
- Datasets created for evaluation purposes under WP4 (e.g. KPI dataset); and
- Datasets created during the dissemination activities under WP5 (e.g. Dataset of subscribers of EMPATIA's newsletter; datasets produced through EMPAVILLE sessions).

The DMP will include a preliminary list of datasets that will be created through EMPATIA.

## ii. Data set description

Collected and generated datasets will be including the following category of data:

- *Personal data*: In the majority of datasets created under EMPATIA personal data will be necessary for EMPATIA research, development, testing and pilot purposes, even if it does not necessarily implies the collection of sensitive data.
- *Sensitive data* are typically a subset of personal data, with specific regards for three areas: data about personal political beliefs, religious beliefs, or sexual orientation. Sensitive data must be protected and cannot be shared nor accessed by the general public, unless after have been submitted to proper anonymization processes (de-referentiation). Of course, if for example during the registration to the platform the user discloses an email such as firstname.familyname@gmail.com his identity may thereby be disclosed, within the platform and outside. EMPATIA's data management strategy should address this possible issue by programmatically and automatically unlinking (de-referencing) sensitive data, if provided. For example, by default EMPATIA will disclose only obfuscated alias of the email addresses provided by participants. This alias, without any link to sensitive nor even to personal data, could be used also for scientific purposes in the dissemination, and comply with the open access commitment, by maintaining at the same time the full functionality of the email connection.
- *Personal data voluntarily generated by users* in interactions with other users, local authorities, or EMPATIA managers and administrators, in surveys, questionnaires or any other mechanism designed and deployed appositely to collects such data (e.g. surveys on users satisfaction).
- *Personal data automatically collected by machines*, such as browser fingerprints and other logs. These data are not voluntarily provided or generated by users and should either be anonymized by the platform for further analysis or erased (logrotate, etc.).

- *Aggregated personal data, generated for research and/or other dissemination purposes.* These data have to be anonymized both for release in scientific paper and in creative works.

The DMP provides a description of the kind of data collected for each dataset generated under EMPATIA, taking care in particular of personal and sensitive data collection. Indeed, it is mandatory to clearly indicate to users interacting with the project activity (and in particular through the platform) what kind of data are being generated and collected, thus creating the condition for an actually informed consent and achieving the process transparency. Informed consent sheets will be created based on the information provided in the DMP.

### iii. **Standards and metadata**

Data and metadata collected and generated by EMPATIA will conform to open-source standards, particularly web standards. Every piece of data and metadata (and the platform itself) has to be accessible by software and computers without needing access to closed or proprietary software.

- Recommended standards for web are: HTML5, CSS3, XML
- Recommended standards for documents are: .odt, .ods, .odp, .djvu, .epub
- Recommended standards for images and audio are: .png, .ogg
- Recommended standards for DB can encompass both SQL and NoSQL databases, if CRUD and RESTful functionalities are provided

In any case the release of raw data should be avoided.

The DMP should describe open-source standards adopted in EMPATIA and provide adequate technical documentation to enable interoperability and reuse of data by third parties.

### iv. **Data sharing**

Data will be shared consistently with the underlying framework of EMPATIA as a commons. Subject to personal data-protection issues and privacy restrictions in existing law or regulation at international and national level, all data collected through EMPATIA should be shareable with third parties and with the general public for any research purpose and for any non-commercial reuse.

As a general principle the owner of data will be responsible for their sharing. Based on previous experiences of collaborative platforms, we can imagine three main different profiles of data ownership:

- I. EMPATIA partners/EMPATIA Consortium as a whole;
- II. Public entities, e.g. municipalities in which EMPATIA will be used;
- III. Other third-party entities, such as NGOs using EMPATIA tools, or other private entities providing services based on EMPATIA use.

Different models of data ownership and sharing will be tested in the pilots of EMPATIA, in order to establish standard models of ownership for future deployment of the platform. During the project the relations among the consortium and these entities should be regulated by public and private agreements between according to existing laws. In any case the agreements with third parties (public or private) should include provisions to ensure the enforcement of the open

access principles formerly listed (ie. EMPATIA should not be used by public or private agencies to spy and file citizens activities, nor for any other intelligence purpose non authorized).

*Embargo* periods (Green open access) to data release may be provided in special cases (e.g. not to influence an election with the release of data), but cannot be protracted indefinitely or without cause.

Institutional, standard repositories for the involved disciplines and other repositories for data storage are considered suitable if they comply with the principles listed in chapter Error! Reference source not found.. In particular, we highlight also in this case the three fundamental principles listed above:

- **Attribution** to the author/producer of the data has to be clearly indicated in every case;
- **Share alike**: data produced on top or derivative data has to be released under the same licence and cannot be simply copyrighted;
- **Free for non-commercial use**, in order to enable non-commercial re-use and dissemination of data generated and collected.

The access to these dataset has to be granted, but it should be regulated in order to avoid any detrimental use, including the direct intersection with commercial datasets for monitoring and for profit.

The DMP should outline potential strategies to implement these recommendations. Not only technical guidelines and policies, but also the understandable description of real case scenarios based on partners' experience. On the other hands, the final version of the DMP should provide an outline of future maintenance procedures following the termination of EC funding.

#### v. **Archiving and preservation (including storage and backup)**

For long-term preservation of the data generated and collected, 54 months (5 years) after the conclusion of the EMPATIA project is considered the minimum. The storage and backup should be carried out by the technical staff of every single EMPATIA installation, whose exact identification depends by the model of data ownership and by the mechanism of deployment of EMPATIA. In general for SaaS the technical staff will be represented by the Technical Coordination of EMPATIA consortium, for In-House installation the responsibility will be decentralized directly to the entity implementing EMPATIA or to a third party provider of the technical support services. We recommend to store and backup data in a data center under the direct control of the technical staff, preferably in the same country in which data have been collected and generated in order to simplify the data management itself. Moreover, we strongly discourage the use of storage and backup facilities outside of the EU.

The approximate end volume of data generated and collected could be estimated in a few hundred Gigabytes for every installation (at the moment, no multimedia hi-definition data are foreseeable to be generated), the associated costs for storage and backup should be negligible. On the other side, costs for open access may vary substantially depending on the range and scope of users accessing the data, and should be assessed after the first cycle of release. It would be desirable to create an agreement with local institutions that use the platform to make the data available in a long-term scope directly from servers managed by these same local institutions. It has to be clear that archiving and preservation, including

storage and backup and the procedures for data retrieval and open access are intrinsically bounded to data ownership.

The DMP will define archiving and preservation profiles consequent to the different kind of possible data ownership pictured in the previous paragraphs.

## ANNEX T New Privacy Policy Model

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## 1. Introduction

Welcome!

You are reading this document because you have decided to participate to [insert the name of the democratic innovations, i.e. participatory budgeting, - hereinafter defined simply as DI] referred to the [town area / city area / municipality / other governmental level ] ; example: to the Participatory Budgeting of Empaville.

The DI is delivered using this Site [insert the name of the site] ("Site"). In this process we need to collect through this Site personal data from inhabitants like you; data will be used to verify your identity and for other purposes furtherly explained in this policy: therefore, the participation this DI entails personal data collection and processing.

There are rules to process personal data and who is asked to share her or his personal data, a "data subjects" like you, has rights that shall be enforced. In this document you'll find all the information you need about data processing through this Site in this DI and your rights regarding the protection of personal data.

The easiest way to know about your rights and perform all actions related is contacting our Data Protection Officer (see which is at your disposal at [email address]). You can ask our DPO whatever you want about your data, without any specific formalities in the question.

*Option<sup>65</sup>: The easiest way to control how we manage your data is to use the privacy control panel that our website has built at data subject's disposal. You can access these control via [URL].*

This Data Policy comes together with another legal document, called the Terms of Service Document. The two documents are the pillars of the ethical and legal framework for this DI [insert the experience proposed, i.e. participatory budgeting].

## 2. Legal Basis and Informed Consent

The regulatory framework for this DI is defined by the General Data Protection Regulation ( Regulation 2016/679 of the European Parliament and of the Council - GDPR).

In addition, the following national and local laws includes relevant provisions:

- [insert any relevant national law piece regulating the data protection]

In addition to this general regulatory framework, this DI process stands on your consent to the present data management policy as a legal basis: we can process your data only with your explicit authorization.

In order to complete the registration process to the site you will be asked to provide a clear consent to the conditions described in this policy. In any moment you can withdraw your consent according to the procedure defined in the section 13 of this policy.

In the following chapters of this policy we will provide you all the information regarding the purposes and the means through which your data will be collected and managed.

## 3. Purposes of Data Collection

Personal data are collected and managed under this policy for the following purposes:

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<sup>65</sup> This point should be added in those cases where a summary panel of user's choices (privacy control panel) is made available. (best practice suggested)



- To ensure the unique authentication of users, necessary to take part to the Democratic Innovations managed through this Service;
- To communicate with users regarding eventual updates to the Service and to its policies;
- To provide periodical information regarding the content of the Site, in accordance with the notification preferences configured by each user;
- *Option To study and research how users and visitors use the Site.*
- *Option For research purposes, as furtherly specified in section 10 ,<sup>66</sup>*

In any case the your personal data will not be sold, rented, transferred nor used for any commercial purpose.

## 4. Data collected

The following kind of personal data are collected in this site:

### 4.1. User Data

These data are requested to create your profile in this platform, and to authenticate your identity.

**Basic Users:** The following personal data are collected on this Site to register new users:

- Username
- Email address

**Advanced Users** - To access specific functions of the platform (such as voting, proposals sending) more data will be requested, in order to authenticate your identity.

- Name and Second Name
- Age
- Address
- Gender
- Profession
- Tax number
- Cellphone
- Postal code
- [Zone / Municipality / Borough] in which you live
- [Add more / remove what not needed]

### 4.2. Votes and Preferences

During the DI you will be called to vote and express preferences about proposals, ideas, projects and any other kind of topic covered by [this DI](#).

*Option A: Votes and preferences casted are collected in separated dataset than the one collecting user data. The two dataset are linked by a token.*

*Option B: Votes and preferences are casted in a dedicated dataset where personal identifiable information are pseudonymized*

<sup>66</sup> Option to use according to the scope of the research dimension in the delivery of this DI. In any case, further research activity will require additional specific information sheet as explained at the point 10 of this Policy.



In any case data regarding Votes and Preferences are considered in this policy as personal data and will be publicly released only after undergoing a process of anonymization (as described in Section 10 of this policy).

#### 4.3. User generated contents.

This DI process can host what we define as User Generated Contents (UGC). UGC consists mainly in discussion, comments, proposals and other content generated from citizens like you during the using of the platform that organizes the DI process, mainly this website. Generally speaking, the UGC is not a data category that falls under the responsibility of the data controller. Citizens like you are free to generate or not generate such content and you remain fully responsible of what you generate on this website. We strongly advise you to make attention not to share personal data while generating content on this website; we cannot be called on responsibility for an UGC, in any case. For further info about UGC, please refer to the Terms of Service.

#### 4.4. Usage data

Apart from the data we need to collect as a part of the DI process, we may process what we call “usage data”. This data are embedded in your internet connection and consist mainly on [your IP address, geographical location, browser version and type, operating system, time of visit; information about the timing, frequency and pattern of your service use: add and remove what needed]. We gather and process these data via [insert, if available, the analytics service used]. [If the service is a third party service, insert also:] This is a third party service embedded in our website. For more info about third party servicing, see section 7 of this document. We process usage data for the purposes of analyzing the use of this website and its services; this is a legitimate interest for us and acts as a legal basis for this processing.

#### 4.5. Surveys and Questionnaires<sup>67</sup>

Apart from the data we need to collect as directly a part of the DI process, you could be called to answer Surveys and Questionnaires that regard your user experience or any other topic related to the Democratic Innovations delivered through this site. By accepting this privacy policy you only give permission to be contacted to take part to surveys delivered directly by the Data Controller or other third parties interested to deliver Scientific Research activity regarding the Dis delivered through this Site. Each time you will be asked to participate in an optional survey you will receive a specific information sheet and your explicit consent will be requested; if you will decide that you do not want to take part to survey and questionnaires, your participation into the DI process will not be affected in any manner.

#### 4.6. Further data processing

In the case of a legal action we may process any kind of data referring to you, if and where necessary for exercising our rights of action or defence in legal claims, whether in judicial, administrative or DPA proceedings. Being a plaintiff or a defendant in a legal action, protecting or asserting our, yours or third parties' rights is a legitimate interest, which acts as a legal basis for this processing.

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<sup>67</sup> Optional Section, in any case we suggest to keep the possibility.

In addition to the specific purposes for which we may process your personal data set out in the upmentioned section we may also process any kind of data referring to you, where such processing becomes compulsory in compliance with a legal obligation - other than the one that acts as a legal basis for this DI process; or if it is necessary to protect the vital interest of another human being.

## 5. Roles of the organizations and individuals involved

The data management for this Site is shared between the following organizations:

**Data Controller** and responsible for the enforcement of the Privacy Policy: (insert party responsible). It is the entity that has the final word on every decision and has the end responsibility on every issue regarding the collection and management of personal data in this DI.

**Data Processor**(s<sup>68</sup>), in charge of managing data for the purposes specified in the Privacy Policy: (insert party responsible). It is the entity that manages the data related to this DI on a day-by-day basis, according to the guidelines provided by the data controller.

*Option: An agreement/law order defines the relation between data controller and processor. You can find more details on the responsibilities of the data processor here [insert url for downloading the law order from the data controller to the data processor/agreement between the data controller and the data processor]<sup>69</sup>*

**Data Protection Officer**<sup>70</sup>: (insert DPO details and affiliation). The collection and processing of personal data collected through this site is supervised by a Data Protection Officer (DPO). The DPO is the principal reference person for any issue regarding the processing of personal data collected in this site. The DPO supports the smooth communication between controller and processors, ensuring the compliance with the provisions established in this policy, and takes care of the relations with any Data Protection Authority (DPA) eventually involved. Finally, the Data Protection Officer is the entity at citizens' disposal for knowing all that is needed about data protection and data subjects' rights. The DPO can be reached (insert contact information).

*Option **Scientific Coordinator** For the task described at section 5 of this data policy, the data controller has [signed an agreement / established a consortium / insert appropriate definition] with a Scientific Coordinator. The scientific partner for this DI*

<sup>68</sup> In case it is necessary, more than one Data Processor can be listed here, specifying the peculiar responsibilities and role played in the delivery of this DI.

<sup>69</sup> Last sentence should be used in those cases where a (public) agreement explicitly establishes the relations and responsibilities between the parties (Eg. the official deliberation of a Municipality that appoints a data processor)

<sup>70</sup> According to the Art 37 of the GDPR, the appointment of a DPO is mandatory when the processing is carried out by a public authority or body and in other cases not necessarily matching with the case of a DI. In any case we strongly suggest to keep a DPO in any future uses of EMPATIA's platform, as referral point for the whole data processing toward the participants as well as toward the other entity involved in data processing, and toward the DPA established for each specific case.

process is [insert scientific partner] and you can know more about the agreement here [insert url to agreement / consortium / binding document]<sup>71</sup>

Option **Ethical Coordinator** For the task described at point 10 of this data policy, the data controller has signed an agreement with an ethical coordinator. The ethical coordinator for this DI process is [insert ethical coordinator partner] and you can know more about the agreement here [insert url to agreement document].<sup>72</sup>

## 6. Third parties that have access to your data

Some of the services delivered through this site could entail the involvement of third parties that could have access to part of your data.

Here is a list of the third party services active on this site

Name Service	Purpose in context	Privacy policy for this Service
Google Analytics	Used to collect usage data (see 4.4).	Policy: <a href="https://support.google.com/analytics/answer/6004245">https://support.google.com/analytics/answer/6004245</a> Opt-Out tool: <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a>

We declare to you that we do not share the data that we gather with parties not listed in these legal documents.

## 7. Cookies policy

A cookie is a small text file that a website saves on your computer or mobile device when you visit the Site. It enables the website to remember your actions and preferences (such as language, font size and other display preferences) over a period of time, so you do not have to keep re-entering them whenever you come back to the site or browse from one page to another.

A cookie can be classified by its lifespan and the domain to which it belongs. By lifespan, a cookie is either a:

- session cookie which is erased when the user closes the browser or
- persistent cookie which remains on the user's computer/device for a pre-defined period of time.

As for the domain to which it belongs, there are either:

- first-party cookies which are set directly in this Site

<sup>71</sup> Option to be used in case where a Scientific Coordinator is appointed to manage the research activity related to the DI (eg. If the DI is delivered within the framework of a research project)

<sup>72</sup> Option to be used in case where a Ethical Coordinator is appointed to manage the research activity related to the DI (eg. If the DI is delivered within the framework of a research project)

- third-party cookies stored by a different domain to the visited page's domain. This can happen when the webpage references a file, such as JavaScript, located outside its domain.

Information about your experience on this site may be stored by the subsequent types of cookies:

- [Insert relevant cookie domain] [Insert relevant cookie type Session/Persistent] [Insert purpose of this cookie use by the DI process' website] [Insert a brief explanation of this cookie's functioning]
- [Insert relevant cookie domain] [Insert relevant cookie type Session/Persistent] [Insert purpose of this cookie use by the DI process' website] [Insert a brief explanation of this cookie's functioning]

You can control and/or delete cookies as you wish – for details, see <https://www.aboutcookies.org/>. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

## 8. Data Archiving and Storage

Data collected through this Site are physically stored on [describe the logical server architecture] hosted on [describe host] and managed by the Data Processor<sup>73</sup>. The Data Processor for this process takes all the measures to assure that data and content are preserved from data loss, misuse, data breach, data leak, data altering and erasure.

### Physical Data Security

*The datacenter where the data is archived and preserved has strict security policies regarding the physical access. The access to the datacenter is restricted to the CTO and CISO and the its access is managed through two-level of security: physical key and alarm. All the access is logged in the alarm system and documented in the internal procedures of OneSource.*

*The infrastructure for data archiving is supported by redundant servers and professional storage systems with active mechanisms of redundancy and protection at the physical level for power supply (UPS systems). Storage uses fiber channel SAN with RAID and multiple servers. The backup system includes automated procedures, to assure data protection at two levels: In-datacenter backups and external-datacenter backups. The in-datacenter backups include daily copies automated and keeping an historic of two years. The external-datacenter backups are performed in a weekly basis and keep an history of up to two years. All the levels of backup employ encryption technologies and all the access to the backups is controlled in the SIEM of OneSource. Indeed, alerts of level 1 (i.e. marked with high severity) in the SIEM are scaled to the CISO for analysis regarding the possible security threats.*

### Logical Data Security

**Describe the Logical Security Measures for this Site.**

<sup>73</sup> In case the Data Processor subcontracted hosting Services, here should be listed the subject responsible for Data Storage and Archiving.

*Eg The platform implements security mechanisms to protect the data and to manage the access to the data. As the platform is composed by several and independent components, these are distributed in different servers. All the data, especially personal data, is protected through specific components, that only allow access to the data and to other components with valid JWT tokens (generated through valid authentication mechanisms). All the tokens have strict policies for expiration (i.e. 10 minutes), requiring new logins to provide valid tokens.*

*As stated, all the transactions that require access to data require valid tokens. As such, no access to data can be performed without a valid login and access permissions, which are set according to the role of the user (e.g. if manager of an entity, or simply as a user participating in the PB process).*

*All the accesses are analyzed in the SIEM of the Data Processor, where level 1 events (i.e. marked with high severity) are scaled to the CISO, while level 2 (i.e. marked with medium severity) and level 3 (i.e. marked with low severity) are managed by the network administrator and systems operators of OneSource.*

## 9. Data Preservation

Personal data processed for any purpose shall not be kept for longer than is necessary for that purpose and in any case no longer than **one year** after the last access to this Site by each user. The data already at disposal of the Data Controller or the Data Processor are not affected from this legal notice even if processed during this DI experience.

## 10. Open Access and reprocessing of Data for scientific purposes<sup>74</sup>

This DI support an Open Access policy. This means that the data and the knowledge gathered and generated in this DI process will be publicly made accessible in an open format feasible for any re-processing, particularly further research activity and independent monitoring and assessment. Specifically, data gathered and generated in this DI process will be released under an open license **[Insert type and version of the license]** that will make possible for third parties to have access on them, mine them, reproduce them and disseminate them for non-commercial use and free of charge, will be put in place.

Reprocessing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, shall be subject to appropriate safeguards for the rights and freedoms of the data subject. For this reason the Open Access policy shall regard only anonymous and non-identifiable data. The anonymization procedure will be applied by the Data Processor, using combined techniques of pseudonymization, randomization and aggregation, in order to make impossible: i) to single out an individual, ii) to link records relating to an individual, and iii) to infer information concerning an individual. Once data are anonymized, they can't be anymore considered as "personal", and for this reason any further processing will be delivered outside of the scope of this privacy policy. In any case you have the right to oppose to the anonymization of your data for scientific reprocessing purposes (see **Error! Reference source not found.**

<sup>74</sup> This Chapter is quite generic regarding the kind of research activity underlying the data processing. In case the DI is delivered within the framework of a research project \*eg the pilots of EMPATIA project further information can be added in this section.

## **11. Your rights**

Here you will find the rights that as defined in the GDPR. It is worthy to remember that you can contact our Data Protection Officer to ask any question you may have regarding your right and their activation.

### **11.1. Right of access**

You have the right to obtain from the controller confirmation as to whether or not personal data concerning yourself are being processed, and, where that is the case, access to the personal data and any other information regarding their processing.

### **11.2. Right to correction / rectification**

You have the right to obtain from the controller the rectification of inaccurate personal data concerning yourself. Taking into account the purposes of the processing, you have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

### **11.3. Right to be forgotten**

You have the right to request the data controller to erase or destroy your personal data, cease further dissemination of the data, and potentially have third parties halt processing of the data. The conditions for erasure, as outlined in article 17 of the GDPR, and include the data no longer being relevant to original purposes for processing, or the withdrawal of your consent. It should also be noted that this right requires controllers to compare the your rights to "the public interest in the availability of the data" when considering such requests.

### **11.4. Right of restriction**

Pending the verification of the interests' balance mentioned in [section 4.6](#) you have the right to ask for restriction in the processing of your data. If you ask for this restriction we will continue to store your data on our servers, but we will process them only if: you give us consent to do so; if is necessary for acting or defending ourselves in a legal claim; if we are compelled to protect rights and interests of another human being or legal person; for demonstrated reasons of unavoidable public interest.

### **11.5. Notification obligation regarding rectification or erasure of personal data or restriction of processing**

The controller will communicate any rectification or erasure of your personal data or restriction of processing carried out in accordance with the rights,

### **11.6. Right to data portability**

The personal data collected on in this Site are your data; you have the right to receive the data that you provided any time in a structured and machine readable format of common use, for purposes of data transfer.

### **11.7. Right to object**

Since this data collection relies on lawful obligation as its legal basis, you have the full right to oppose to the data processing carried on by us on the basis of a peculiar situation of your own



that you want to be considered. If such an objection is arisen, the processing of your personal data will be stopped and it will be on us to demonstrate that we have legitimate grounds, overriding your right and interest, for keeping the data processing on. A specific legitimate ground for keeping on the data processing is acting or defending ourselves in a legal claim.

### 11.8. Breach Notification

In case a data breach is likely to result in a risk for the rights covered by this policy you will be notified within 72 hours of first having become aware of the breach.

### 11.9. Enforcement

To enforce any of the upmentioned rights, please simply contact the DPO. If you think that we are operating on your data in violation of the data protection regulation, you have the right to start a legal action relying on your member state's DPA, the one of the state in which you live, the one of the state in which you work, the one of the state in which you think the infringement has taken place.

## 12. Changes to this documents

*This DI process has an ethical coordinator; an ethical coordinator is an entity that supervises all ethical issues and all procedures to assure that they are compliant to the highest ethical standards. Our ethical coordinator is [insert details of the ethical coordinator]<sup>75</sup>*

The ethical coordinator/Data Controller has drafted and approved this document, that has been further approved by the data controller [change the approval procedure if different from the one stated here] under the supervision of the DPO that has carried out a preliminary risk assessment with a favourable outcome [insert DPO opinion].

In future you will be informed about any modification of the Privacy Policy and Terms of Service for this Site. For any change occurred to these documents an email will be sent to the email address you provided at the time of the registration on this Site.

If you think that a change in the legal documents can alter the terms of your participation into the DI process, or can affect one or more than one of your rights, you can contact our Data Protection Officer to request additional clarification and/or object or start an erasure procedure.

## 13. Opt-out

It is always possible to interrupt your participation to the DI process and to the activity carried out through this site. In your account page, you will find the controls to cancel your account and exit the DI process<sup>76</sup>.

Exiting the DI process does not mean that the data we store about you are automatically erased or destroyed.

You can make an Opt-Out request by contacting your Data Protection Officer.

<sup>75</sup> Option to be used in case an Ethical Coordinator is appointed.

<sup>76</sup> Identify the exact technical procedure to cancel your account.

It is our responsibility to communicate to each third party concerned with the delivery of the services accessible to this site that you have activated the right of erasure..

The erasure right does not generally apply to the content (UCG) you have created, generated and shared during your participation to the DI experience; your UCG is are intended to be public and not containing personal data and is released by you under an Open licence (see 4.3)

#### 14. Contact information

The Data Protection Officer is [insert] and can be contacted at [insert]

*Option: This website is designed, operated and managed by [insert actual entity / public department / public office managing the website] which is the web office / data office [change as needed] of the data controller. You can contact the webmaster here [insert contact]*

*The front office of our the public administration is located as [insert address]; our phone number is [insert], our mail address is [insert]*

#### 15. Version

The current version of this document is [insert version]. It has been approved on [date of approval] and is valid since [date of enter into force].



## ANNEX U New ToS Model

### 0. Introduction

Welcome!

You are reading this document because you have decided to participate to [insert the name of the democratic innovations, i.e. participatory budgeting, - hereinafter defined simply as DI] referred to the [town area / city area / municipality / other governmental level ] ; example: to the Participatory Budgeting of Empaville.

The DI is delivered using through this website [insert the name of the site] ("Site").

In this document you will find some information about the DI delivered through this Site, about the entities that have organized / endorsed the process, about the principles that govern it, about what you need to know about this process and about the behaviour you are asked to keep during it. The following terms and conditions govern all uses of all content, services and products available at or this Site. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the Data Management Policy) and procedures that may be published from time to time on this Site.

Use of the site is subject to these Terms. In addition, the **Data Management Policy** (link) explains how we use any personal information which we collect via the site. If you do not agree with these Terms or our Data Management Policy, please do not use this site.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

Please read this terms carefully before accessing or using the Service. By accessing or using any part of the Site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Service. If these terms and conditions are considered an offer by EMPATIA, acceptance is expressly limited to these terms.

### 1. Roles of the organizations and individuals involved

The data management for this Site is shared between the following organizations:

**Data Controller** and responsible for the enforcement of the Data Management Policy: (insert party responsible). It is the entity that has the final word on every decision and has the end responsibility on every issue regarding the collection and management of personal data in this DI.

**Data Processor**<sup>(s77)</sup>, in charge of managing data for the purposes specified in the Data Management Policy: **(insert party responsible)**. It is the entity that manages the data related to **this DI** on a day-by-day basis, according to the guidelines provided by the data controller.

*Option: An agreement/law order defines the relation between data controller and processor. You can find more details on the responsibilities of the data processor here [insert url for downloading the law order from the data controller to the data processor/agreement between the data controller and the data processor]<sup>78</sup>*

**Data Protection Officer**<sup>79</sup>: **(insert DPO details and affiliation)**. The collection and processing of personal data collected through this site is supervised by a Data Protection Officer (DPO). The DPO is the principal reference person for any issue regarding the processing of personal data collected in this site. The DPO supports the smooth communication between controller and processors, ensuring the compliance with the provisions established in this policy, and takes care of the relations with any Data Protection Authority (DPA) eventually involved. Finally, the Data Protection Officer is the entity at citizens' disposal for knowing all that is needed about data protection and data subjects' rights. The DPO can be reached **(insert contact information)**.

*Option **Scientific Coordinator** For the task described at section 5 of this data policy, the data controller has [signed an agreement / established a consortium / insert appropriate definition] with a Scientific Coordinator. The scientific partner for this DI process is [insert scientific partner] and you can know more about the agreement here [insert url to agreement / consortium / binding document]<sup>80</sup>*

*Option **Ethical Coordinator** For the task described at point 10 of this data policy, the data controller has signed an agreement with an ethical coordinator. The ethical coordinator for this DI process is [insert ethical coordinator partner] and you can know more about the agreement here [insert url to agreement document].<sup>81</sup>*

## 2. The Democratic Innovation

Insert here a description of the Democratic Innovation managed through this site, detailing:

### 2.1. The purpose of the DI and the entity/entities responsible

**Ie: This Site supports the delivery of the participatory budgeting in the city of EMPAVILLE. During the years the inhabitants will be involved in the discussion regarding the expenditures of a part of the public budget of the municipality.**

<sup>77</sup> In case it is necessary, more than one Data Processor can be listed here, specifying the peculiar responsibilities and role played in the delivery of this DI.

<sup>78</sup> Last sentence should be used in those cases where a (public) agreement explicitly establishes the relations and responsibilities between the parties (Eg. the official deliberation of a Municipality that appoints a data processor)

<sup>79</sup> According to the Art 37 of the GDPR, the appointment of a DPO is mandatory when the processing is carried out by a public authority or body and in other cases not necessarily matching with the case of a DI. In any case we strongly suggest to keep a DPO in any future uses of EMPATIA's platform, as referral point for the whole data processing toward the participants as well as toward the other entity involved in data processing, and toward the DPA established for each specific case.

<sup>80</sup> Option to be used in case where a Scientific Coordinator is appointed to manage the research activity related to the DI (eg. If the DI is delivered within the framework of a research project)

<sup>81</sup> Option to be used in case where a Ethical Coordinator is appointed to manage the research activity related to the DI (eg. If the DI is delivered within the framework of a research project)

The budget for the year 2018 is established in xxx xxx €

The participatory budgeting of EMPAVILLE an initiative of the Municipality of EMPAVILLE and is managed by the Participation Office of the cabinet of the mayor of EMPAVILLE.

## 2.2. - The process

ie:

The participatory budgeting of EMPAVILLE will take place between XX and XX.

The process is divided in 4 phases:

- Phase 1 (Mxx to Mxx)- collection of ideas
- Phase 2 (Mxx to Mxx) – development of proposals
- Phase 3 (Mxx to Mxx) – vote
- Phase 4 (Mxx to Mxx) – monitoring

## 2.3. – Regulatory framework for the DI

ie:

The participatory budgeting of EMPAVILLE has been established with official deliberation of the executive body of the municipality of EMPAVILLE n 423/2018 (link).

The municipality approved also a specific regulation for the delivery of the

## 2.4. - The function of the Site in the DI and the activities delivered through the site

ie:

This Site will be used to support the delivery of the participatory budgeting of EMPAVILLE. In particular it will be used to:

- Collect ideas and proposals promoted by citizens
- Support the collaborative development of proposals and the relation with the municipal offices involved
- Collect votes and preferences regarding ideas and proposals throughout the various stage of the process

## 3. Participants

The participation to the DI delivered through this Site is open to [insert here]: ie: all the citizens of EMPAVILLE more than 18 years old.

To participate you will be asked to register to this Site. You could be required to provide legal name and other personal data necessary to verify your identity and your right to access specific features of this site.

The terms of your registration are explained in the Data Management Policy (link).

Each User:

- is responsible for maintaining the security of your account and password. The Manager cannot and will not be liable for any loss or damage from your failure to comply with this security obligation
- is fully responsible for all activities that occur under the account and any other actions taken in connection with the account
- must immediately notify the Manager of any unauthorized uses of your account, or any other breaches of security
- must not use the Service for any illegal or unauthorized purpose
- must not, in the use of the Service, violate any laws in your jurisdiction

All Users of the Site shall be individual human beings. Accounts registered by "bots" or other automated methods are not permitted.

*Because of this, a control mechanism is established. [Describe control mechanism, inserting control measures such as CAPTCHA, questionnaires, inspections, monitoring, and more] [If necessary, coordinate this Terms of Service's section with the one in Data Policy about public identification systems]*

For any issue whatsoever every user declare and warrant that knows that her/his participation in the DI process must be in strict conformity with the rules of the DI process (see 2.3), with the Data Management Policy, and with the rules contained in these Terms of Service. For any issue whatsoever, even the issues not specifically treated or listed in these legal policies, the user declare and warrant that knows that her/his participation in the DI process is regulated by the applicable european / national / local regulation, as stated in the Privacy Polycy.

#### 4. Participants' rules of conduct

Every participant is responsible of her/ his account and password security maintenance. The DI process' team is not responsible for any loss or damage due to not compliance to this security obligation and is responsible for any activity concerned with her / his account

This DI process has some rules of conducts for the participants to be respected. These rules of conducts do apply to every discussion, post, experience, content and relation on the DI process' website, forum, discussion room and section whatsoever intended.

The DI process' rules of conduct are:

- *[Insert rule of conduct detailing what rule is, when it applies, to what sections, with what limits and boundaries, who checks. I.e: discussion, content sharing, debating, moderation policy, and more]*

#### 5. User generated contents

We call User Generated Contents (UGC) any media generated through the activity of users on this site including ideas, proposals, comments in a discussion, posting images or links in a discussion, or otherwise make (or allow any third party to make) material available through the Site.

Any content generated on the website stays fully under the responsibility of the user that has generated it. This means that any user that assumes an active role in any process hosted on the site as (for example) making a proposal, commenting a discussion, publishing images or links into a discussion, or making in other ways available (or consenting others to make available) any material published on the website, is interely responsible of the content and of any harm related by its publication. This notwithstanding the fact that the user generated content may be a text, a graphic, an audio file, or a computer software

Making these content available, users declare and warrant that:

- they do not violate the data protection policy of this DI process
- Downloading, copying and using these UGC will not causate any violation of any right, including (but not limiting to) intellectual propriety, registering right, trademarks, industrial secrets, of any third parties.
- Users have understood and are willing to respect the commoning principle of this DI process and the terms of the creative commons licenses used
- User generated content will not contain or install viruses, worms, malwares, trojan or any other content harmful

- User generated content are not spam
- User generated content are not machine generated or randomly generated
- User generated content do not consist in software meant to redirect traffic towards third parties' site for commercial purposes, or for any illicit purpose (such as phishing) or to induce in error any third party with a manipulation of the content (as spoofing)
- User generated content are not designed to induce readers into error about the identity of the generating user or of third parties
- User generated content do not contain unwanted content such as spam links on newsgroup, mailing lists, other discussion groups and website, or commercial advertisings
- User generated content do not include pornography, or menaces, or inciting to violence

6.6 *[Remove / modify if it is not the case]* This DI process is built on a Open Access principle. This means that, generally speaking, any content generated during the DI process will be made available for third parties, even not involved in the process, for an open and free use. (for further details please consult the Data Management Policy).

6.7 *[Remove / modify if it is not the case]* If not differently and expressly indicated from the users concerned, the UGC are destined to be released under a Creative Commons license *[Insert CC license]*. This is the same license under which the entire DI process' results are to be released, after anonymization and scientific reprocessing.

6.8 *[Remove / modify if it is not the case]* User generated content containing source code is released by default under this license's terms. If the generating user wants to change this terms, the burden of a different classifying, using a different license and framing different terms of use is completely on the generating user.

In the case of account deletion / user exiting from the DI process, the UGC will be anonymized with the removal of any personal information (such as user name or profile picture) from the contents previously generated. However, content already generated and already published from the user will remain accessible.

## 6. Data Processor powers

The Data Processor can always:

Refuse or remove any content violating one or more rules of this DI process, or that is in any way harmful or inappropriate

Temporarily halt or forbid the access and the use of this DI process to any user or entity whatsoever that violates one or more rule of this DI process.

The Data Processor can always give to an user the communication of her / his removal from the Service, with immediate effect.

When this procedure is triggered, the User will be restricted from her / his participation in the DI process waiting confirmation or withdrawal of the restrictive action.

The restricted user has the right of opposing to the restrictive action; this right consists in the possibility of stating the user's position in a written form sent to the DPO.

On the restriction issue finally decides the Data Controller, in written form, within *[insert time]*

It is always possible for the user to activate a legal action as of **points 6.2.8 and 6.2.9**

## 7. Liability limitation

The services on this Site are provided "as they is". The Data Controller limits its responsibility to exclude all warranties of any kind, expressed or implied. Neither the Controller nor any part

involved or their suppliers and licensees, issue any guarantee that the Service will be free from errors or that access to it will be continuous or uninterrupted. Users download or otherwise obtain content or information through the DI process' services at their own discretion and risk.

8.2 Under no circumstances may the Controller or any part involved or their suppliers or licensees be liable for any negligence other non-compliance with the Agreement and in particular for:

- any violation of the law by users;
- specific, incidental or consequential damages;
- the cost of procurement for substitute products or services;
- For the interruption of use

## 8. Changes to this documents

*This DI process has an ethical coordinator; an ethical coordinator is an entity that supervises all ethical issues and all procedures to assure that they are compliant to the highest ethical standards. Our ethical coordinator is [insert details of the ethical coordinator]<sup>82</sup>*

The ethical coordinator/Data Controller has drafted and approved this document, that has been further approved by the data controller [change the approval procedure if different from the one stated here] under the supervision of the DPO that has carried out a preliminary risk assessment with a favourable outcome [insert DPO opinion].

In future you will be informed about any modification of the Data Management Policy and Terms of Service for this Site. For any change occurred to these documents an email will be sent to the email address you provided at the time of the registration on this Site

If you think that a change in the legal documents can alter the terms of your participation into the DI process, or can affect one or more than one of your rights, you can contact our Data Protection Officer to request additional clarification and/or o object or start an erasure procedure.

## 9. Opt-out

It is always possible to interrupt your participation to the DI process and to the activity carried out thorough this site. In your account page, you will find the controls to cancel your account and exit the DI process<sup>83</sup>.

Exiting the DI process does not mean that the data we store about you are automatically erased or destroyed.

You can make an Opt-Out request by contacting your Data Protection Officer.

It is our responsibility to communicate to each third party concerned with the delivery of the services accessible to this site that you have activated the right of erasure..

<sup>82</sup> Option to be used in case an Ethical Coordinator is appointed.

<sup>83</sup> Identiy the exact technical procedure to cancel your account.



The erasure right does not generally apply to the content (UCG) you have created, generated and shared during your participation to the DI experience; your UCG is are intended to be public and not containing personal data and is released by you under an Open licence (see 4.3)

## 10. Contact information

The Data Protection Officer is [insert] and can be contacted at [insert]

*Option: This website is designed, operated and managed by [insert actual entity / public department / public office managing the website] which is the web office / data office [change as needed] of the data controller. You can contact the webmaster here [insert contact]*

*The front office of our the public administration is located as [insert address]; our phone number is [insert], our mail address is [insert]*

## 11. Version

The current version of this document is [insert version]. It has been approved on [date of approval] and is valid since [date of enter into force].