

ORIGINAL (ENGLISH)

MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE PRESIDENCY OF THE REPUBLIC AND THE DECIDIM FREE SOFTWARE ASSOCIATION FOR THE SUPPORT OF THE DECIDIM PROJECT AND ITS COMMUNITY

REUNITED

On the one hand, the General Secretariat of the Presidency of the Republic, headquartered at Palácio do Planalto, Annex I, Upper Wing B, Room 212 - ZIP Code 70150-900 - Brasília - DF, CNPJ 55.082.872/0001-38, in this act represented by the Executive Secretary of the General Secretariat of the Presidency of the Republic, **Kelli Cristine de Oliveira Mafort**, appointed by the decree of January 16, 2024;

And on the other hand, Decidim Free Software Association, represented by **Nil Homedes Busquets**, in the name and on behalf of the aforementioned entity, in accordance with the Bylaws approved by the Assembly of the Association on February 16, 2019, located at Concepció Arenal 165, 08027, Barcelona and with inscription n°ES G67401174.

The parties mutually recognize each other's capacity to enter into this Memorandum of Understanding.

BACKGROUND

In 2017, the Barcelona City Council released the first public version of Decidim, a digital platform dedicated to participatory democracy, developed collaboratively as free open-source software and maintained by a vibrant and extensive community.

This community is self-organized to share learning, experiences and specific developments of the Decidim platform code and works collaboratively, in support of the commons, in the creation and maintenance of different activities aimed at administrations and entities.

In February 2019, this community was legally constituted as the Decidim Free Software Association, and provides in its Statutes the principles of the social contract of the Decidim project, a document where all the values and principles of democracy and free software with which it was founded are stated.

The Decidim Association is the governance instrument of the Decidim community, that is, of the group of people and legal entities interested in the development, growth and improvement of the democratic infrastructure of digital participation based on free software Decidim.org.

The mission of the Decidim Association is to contribute to the democratization of society through the construction of methodologies, practices, actions, narratives, infrastructures and values that promote free access to knowledge and code, collaborative culture and democracy.

The General Secretariat of the Presidency of the Republic in 2023, as part of its policy of promoting participatory democracy and the development of free and open source digital infrastructures in a collaborative manner with other institutions and social agents, begins to implement, a participation platform called Brasil Participativo based on the free software Decidim.

As of June 2023, a technical coordination between the General Secretariat of the Presidency of the Republic and the Decidim Association begun, with the aim of aligning visions, coordinating possible contributions, working together to improve the software and collaborate for the promotion of participatory democracy and open source technologies.

The signing of the proposed Memorandum of Understanding (MoU) continues the line of openness and collaborative work between administrations and between these and civil society. The objective of this agreement is to agree on the bases and conditions under which the user administrations of the Decidim platform can collaborate with the project, in order to ensure the continuity, continuous improvement and democratic governance that characterize it.

Therefore, the undersigned entities:

MANIFEST

That the General Secretariat of the Presidency of the Republic have the objective of promoting participatory democracy and the development of open, free and democratic digital infrastructures and to work collaboratively with other public institutions and social agents with the objective of joining efforts to deepen technological sovereignty and the improvement of democratic quality in the digital era.

That the Decidim digital participation platform, created by the Barcelona City Council and the Decidim community, is a fundamental infrastructure for the deployment of citizen participation policies and a tool for the extension of digital democracy for all types of organizations.

That in the development of the Decidim platform have collaborated, in addition to the Barcelona City Council, the Generalitat de Catalunya and other public

administrations, different people and entities that are part of the Decidim Community with the common goal of building a digital infrastructure that allows to make a more democratic society and ensure the democratic quality of the platform and its deployment as established by the same social contract of the Decidim project.

That the Decidim Free Software Association is the non-profit legal entity, created by the Decidim Community in February 2019, with the aim, among others, to contribute to the maintenance of the activities of the Decidim Community, to ensure a democratic management of the public-citizen heritage that is the digital infrastructure, and to guarantee and care for the quality, sustainability and maintenance of the Decidim free software and the contributions received to the project by the whole community and the actors involved in its extension. The Decidim Free Software Association shares and makes available to any administration or entity the developments of the infrastructure and participation software without receiving any compensation for this reason.

That the signatory administrations of this agreement have a special interest in collaborating in the promotion of the creation and maintenance of the open source digital infrastructure that is Decidim by the Decidim Community. This collaboration is established as a guarantee of continuity of the project and preservation of its principles, reflected from the beginning in the Decidim social contract. The social contract is attached as annex 1.

That the values of the Decidim Free Software Association are, according to its Statutes, those of the social contract of the Decidim project, and that all persons and entities members are committed to respect it and make it their own.

That the activities of the Decidim Free Software Association, as an organized community, consist of ensuring the proper functioning of the community and its democratic principles, coordinating the different contributions of the community for the evolution of the platform and the Decidim project and establishing different levels of support, advice and coordination between members of the community.

That, given the confluence of objectives and interests between the parties, they agree to formalize this framework collaboration agreement which shall be governed by the following:

AGREEMENTS

FIRST. Object and purpose of the agreement

The purpose of this agreement is to regulate and establish the general framework of collaboration between the General Secretariat of the Presidency of the Republic and the Decidim Free Software Association, to support the Decidim project and its community to promote political participation through digital channels, through the creation and support of free open digital infrastructures, which any administration or organization can access to improve citizen participation and democracy and to which any organization or person can contribute to improve development.

SECOND: Commitments of the Decidim Free Software Association.

- Make efforts towards all tasks necessary to guarantee the open and free values and principles of the Decidim platform, coordinate and energize its community and ensure the quality of the contributions to the code of the community that uses it, to the extent of its possibilities.
- Collaborate with the General Secretariat of the Presidency of the Republic in the implementation of actions, events or projects leading to the promotion of a culture of democratic innovation and the use of open source technologies, to the extent of its possibilities.

THIRD. Commitments of the General Secretariat of the Presidency of the Republic

- Collaborate with the Association in the overall development of the project that aims to ensure the open and free values and principles of the Decidim platform, coordinate and energize its community and ensure the quality of contributions to the code of the community that uses it, to the extent of its possibilities.
- Collaborate with the Association in the implementation of actions, events or projects leading to the promotion of a culture of democratic innovation and the use of open source technologies, to the extent of its possibilities.

FOURTH. Financial contributions of the signatory administrations

The signing of this framework agreement does not imply any financial obligation for the signatory administrations.

The expenses that may be necessary for the full accomplishment of the agreed objectives, such as personnel, travel, communication between the parties, and any other necessary expenses, will be covered by the specific allocations in the budgets of the participants. The services arising from this Agreement will be provided under a system of mutual cooperation, with no remuneration being due to the participants for these services.

FIFTH. Human Resources

The human resources used by any of the participants, as a result of activities inherent to this Agreement, will not have their employment status altered nor will they result in any burden to the other participant. The activities will not involve the transfer of employees, who may only be assigned to perform specific actions outlined in the agreement and for a determined period of time.

SIXTH: Data protection

The Decidim Free Software Association and its staff are obliged to keep confidential any data or background information related to the purpose of the agreement. They remain bound to professional secrecy regarding the personal data to which they may have access during the fulfillment of the agreement, an obligation that subsists even after the agreement has expired. They are also bound to strict compliance with the legal provisions contained in the following laws:

- In force in the Federative Republic of Brazil: General Data Protection Law, Federal Law 13.709 of August 14, 2018, and all other applicable regulations.
- In force in the Spanish Kingdom: Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, and in Regulation (EU) 2016/679 of the Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data, and all other applicable regulations.

For the actions and activities object of this agreement are not necessary the consultation of any municipal database, or municipal files, or personal data in any of the signatory administrations or adhered to this agreement.

SEVENTH. Monitoring Committee

A monitoring committee for this agreement is created, with the following members:

On behalf of the General Secretariat of the Presidency of the Republic:

- Director of Digital Participation and Communication Network, or person

delegated by him/her.

- National Secretary of Social Participation, or person delegated by him/her.

On behalf of the Free Software Association Decidim:

- Responsible for the entity, or person delegated by him/her.
- Responsible for the project designated by the Association

The functions of this Committee shall be:

- a) Monitoring and evaluating the results of the agreements derived from this agreement.
- b) Validation of the annual work plan, object of this Memorandum of Understanding, presented by the Association where the objectives and annual actions to be carried out are stated.
- c) Be aware of all planned developments on the software and the priority criteria for incorporating new developments in the official Decidim repository on an annual basis.
- d) Define the space to enable coordination at a technical level, between the technical teams of each party.
- e) To be informed annually of the status of the contributions received and the projects achieved.
- f) Likewise, the Monitoring Committee may make proposals for projects, events or developments to be carried out in the future.
- g) To be informed of the evolution of the projects developed by the Association, and of the development requests that arrive.

The Monitoring Committee shall meet at least once a year and extraordinarily whenever one of the parties deems it necessary.

EIGHTH. Duration of the framework agreement

The term of this agreement shall commence on the date of its approval and shall have a duration of four years, with the possibility of renewal through an addendum, if

neither of the parties decides to terminate it in advance before its expiration, by means of a written notice addressed to the other party no less than six months in advance. The early termination of the agreement shall in no case affect those activities that are in the execution phase.

NINETH. Amendments

This Agreement may be amended, in whole or in part, through an addendum, provided that its purpose is maintained.

TENTH. Extinction

The following are causes for the termination of this agreement:

- a) The expiration of the term of this agreement.
- b) Mutual agreement between the parties.
- c) Serious or repeated breach by any of the parties of any of the essential stipulations of the agreement.
- d) Any other stipulation provided for in the regulations in force.

Any transgression of the stipulations of this agreement will allow the aggrieved party to opt to demand compliance or termination.

ELEVENTH. Litigation

Any divergence in the interpretation, application, effects, modification, resolution or of any other nature, of the provisions of the agreement, will be resolved by agreement of the parties, according to the Monitoring Committee.

TWELVETH. Transparency

The General Secretariat of the Presidency of the Republic informs the entity Association of Free Software Decidim that, in compliance with the principles of public administration, as set forth in Article 37, § 1 of the Federal Constitution of 1988 and Law No. 14,133 of April 1, 2021, the data related to this agreement (date, parties, purpose, main rights and obligations, and validity) will be published in the Official Gazette of the Union, of which the entity is hereby informed.

And in proof of conformity, the parties sign this collaboration agreement on the date and at the place indicated in the heading.

Associació de Software Lliure Decidim
Nil Homedes Busquets
President

General Secretariat of the Presidency of the Republic
Kelli Cristine de Oliveira Mafort
Executive Secretary

Appendix 1. Decidim's social contract

The use of the Decidim platform by any social agent that endorses this agreement, as well as other organizations, entails the full and complete assumption of this contract.

Free software and open content

The code of the platform, along with the modules, libraries or any other code that is developed for its functioning and deployment, will always be Free Open Source Software with an Affero GPLv3 license or later versions whenever the code is newly developed and with licenses that are compatible with the above one when code re-used.

Likewise, the content, data, APIs and/or any other interfaces that are deployed to interact with any type of user must follow open and interoperable standards (ex. OpenID, RSS, OStatus, etc.), always tending to maximize their integration with the most widely used open standards.

In order to maximize transparency and citizen collaboration in participatory processes, organs and mechanisms, the content, text, graphics, fonts, audio, video or other design elements will be published under a Creative Commons By-SA.

The data available through the platform, especially all data that can be collected in a systematic way through scrappers or other techniques of massive consultation, will be published and licensed under Open Data Commons Open Database License, published under standardized and accessible formats (such as CSV, JSON, etc.) and, whenever possible, with tools that facilitate the analysis and visualization of data.

Transparency, traceability and integrity

The platform, and its current or future configuration, development, deployment and use must ensure and maximize, at all times, the transparency, traceability and integrity of documents, proposals, debates, decisions, or any other object, mechanism or participatory process.

By transparency we understand that all data related to all such participatory mechanisms and processes are available for download, analysis and treatment, following the most demanding standards and formats to share information (accessibility, multi-format, etc.).

Transparency is a necessary condition for monitoring of participatory processes and mechanisms, but should never, in any case, be applied for the treatment of personal data or against the defense of the privacy of the people participating in the platform.

We understand by traceability the ability to fully track backward (past) and forward (future) what happened to the proposals, plans, regulations, or any other object of participation or decision included in a process or mechanism. The platform must at all times show how, why, by whom and with what guarantees a certain type of object of a participatory process was dismissed, approved or blocked.

We understand by integrity the authenticity of a specific content, and ensuring that it has not been tampered with or altered without this modification being clearly recorded and visibly verifiable and auditable. The goal of integrity is to avoid manipulation of proposals or results of participatory processes or mechanisms.

Equal opportunities and quality indicators

Alongside the guarantees previously defined, the platform promises to ensure equal opportunities for all people, as well as for their proposals or other contributions the platform might host. The platform will offer equal starting opportunities to all participatory objects (proposals, debates, etc.) for them to be viewed, discussed, commented, evaluated or treated without discrimination of any kind. In this sense, the digital identity of the users of the platform will always be personal and not transferable, the verification that confers decision rights on the platform should also be unique, and it is the administrative entity in charge of the platform who should be responsible for ensuring non-impersonation of a person or entity.

The platform should promote, with the aim of ensuring its democratic quality, the use of quality indicators developed on the basis of the data obtained from participatory processes, mechanism and user activity. Sharing of the setting of the different components as well as open data will be promoted for the definition of these indicators

Equality in political participation of citizens is one of the fundamental principles of any democratic system and the platform, not only has to ensure equal opportunities with respect to the uses and functions, but also the access right. In this sense the entity in charge of the platform assumes the commitment to promote actions that advance in the direction of providing access and support to the platform for all citizens alike universally Giving tools and resources appropriate to the platform is available to anyone who wants to use.

Data confidentiality

The confidentiality and privacy of the personal data that people might provide to participate in any of the functionalities and/or possibilities of participation that the platform provides shall be guaranteed at all times. In no case shall personal data be transferred to third parties. Personal data will not be used beyond what is strictly necessary for the purposes of user registration and improvements on the usability of the platform. Whenever platform technology makes it possible, the expression of political preferences or will in decision-making processes shall remain inaccessible even for the administrator of the platform or the server/s that host it.

Accountability and responsibility

A commitment to citizens shall be taken to respond to all queries and contributions in the shortest time possible. A commitment shall also be adopted to follow-up the results of participatory processes and to respond to those demands which specifically request it. Finally, a commitment shall be taken to study the incorporation of indicators to monitor the

participation processes once they are finalized, in order to systematically evaluate its implementation.

Continuous improvement and inter-institutional collaboration

Mechanisms for periodic review and evaluation will be provided in order to facilitate the continuous improvement of the platform.

Priority will be given to the collaboration and the exchange of experiences between the institutions involved in the project, with the aim to improve, fix and build new developments for the continuous improvement of the platform.

In this sense, collaborative conditions and environments will be facilitated when moving forward improvements that point to a common benefit of the entire platform, enabling inter-agency coordination mechanisms when necessary.

Terms of use

All the above points of this contract must be reflected in the terms of use that each entity drafts for its platform and will never be contradictory.