



T: 03708 506506
helpline@defra.gov.uk
www.gov.uk/environment-agency

The Involve Foundation



Our ref: [REDACTED]
Date: 23/12/2021

Dear Sir/Madam

Award of contract for the supply of Rethinking water: CITIZENS' JURIES: PLANNING AND FACILITATION

Following your proposal for the supply of Citizens Jury – Planning and Facilitation to Environment Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its Annex set out the terms of the contract between Environment Agency as the Authority and The Involve Foundation as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The charges for the Services shall be as set out in Annex 2 of the Supplier's Proposal
2. The specification of the Services to be supplied is as set out in Annex 3
3. Personal Data should be managed in line with the data protection agreement as set out in Annex 4.
4. The Term shall commence on 23/12/2021 and the Expiry Date shall be 31/03/2022

5. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

Liaison

For general liaison your contact will continue to be [REDACTED],
[REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The [Authority] would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of The Involve Foundation as soon as possible.



Yours faithfully,

[REDACTED]



Rethinking Water manager – Environment Agency

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority’s eSourcing System.

Signed for and on behalf of Involve by:

Name	
Title	Director of Operations
Signature	
Dated	7 th January 2022

Signed for and on behalf of the Authority by:

Name	
Title	Senior Category Officer
Signature	
Dated	17 January 2022



**Environment
Agency**

Conditions of Contract Services

October 2019

1. DEFINITIONS

1.1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

1.1.5. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

1.1.6. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

1.1.7. Contractor Personnel

means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract

1.1.8. Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the services.

1.1.9. Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.10. Contracting Authority

means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.11. Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

1.1.12. Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.13. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

1.1.14. Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the

European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

1.1.15.Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

- i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;

First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16.Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

1.1.17.The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

1.1.18.Permission

Express permission given in writing before the act being permitted.

1.1.19.Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

1.1.20.Regulations

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.2. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4. Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5. All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. THE SERVICES

4.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

4.2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person

employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall perform the Services within the time stated in the Appendix [REDACTED] subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.).

7. PROPERTY

7.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

7.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

7.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8. MATERIALS

8.1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

9.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2. This Condition shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

10.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

10.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1. any Contracting Authority; or

10.6.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11. EXTENSIONS OF TIME

11.1. Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3. Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12. DEFAULT

12.1. The Contractor shall be in default if he:

12.1.1. fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3. is in breach of the Contract.

12.2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13. TERMINATION

13.1. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

13.1.1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

13.1.2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

'Termination under the Regulations'

13.2. The Agency may terminate the Contract on written Notice to the Contractor if:

13.2.1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

13.2.3. The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14. DETERMINATION

14.1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.

14.3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15. INDEMNITY

15.1. Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

15.1.2. loss or damage to any property excluding indirect and consequential loss;

15.1.3. infringement of third party Intellectual Property Rights

which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

15.2. This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

16. LIMIT OF CONTRACTOR'S LIABILITY

16.1. The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

16.1.1. [REDACTED] and consider personal data risk];

16.1.2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.

17. INSURANCE

17.1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions [REDACTED] If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3. The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18. PREVENTION OF FRAUD AND CORRUPTION

18.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3. If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

18.3.2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

18.4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19. MONITORING AND AUDIT

19.1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20. CONTRACT PRICE

20.1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

20.2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

22.2. All Results shall be the property of the Agency.

22.3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

22.5. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6. The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

22.7. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.8. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.9. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23. WARRANTY

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

25.2.1. comply with the provisions of the Modern Slavery Act 2015;

25.2.2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

25.2.3. Implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

25.3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

25.3.1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

25.3.2. advances equality of opportunity between people who share a protected characteristic and those who do not; and

25.3.3. fosters good relations between people who share a protected characteristic and those who do not.

25. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

26. LAW

This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

27. WAIVER

27.1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

27.2. No waiver by the Agency shall be effective unless made in writing.

27.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

28. ENFORCEABILITY AND SURVIVORSHIP

28.1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

28.2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

29. DISPUTE RESOLUTION

29.1. All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

29.2. If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

29.3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

29.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

29.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

29.6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

29.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

30. GENERAL

30.1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

30.2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted

that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

31. FREEDOM OF INFORMATION ACT

31.1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations').

31.2. The Contractor agrees that:

31.2.1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

31.2.2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

31.3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

32. DATA PROTECTION

32.1. In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.



RETHINKING WATER: CITIZENS' JURIES: PLANNING AND FACILITATION

Proposal to the Environment Agency

CONTACT



ENGAGEMENT LEAD

Involve, Oxford House, Derbyshire Street, London, E2 6HG



01. INTRODUCTION

We welcome your decision to continue your work to involve people in “Rethinking Water” through running further citizens’ juries. We note that you would like to continue focusing on the following objectives for the citizens’ juries, including to:

- Help understand the ways in which people value water;
- Enable influencers to understand the shape of local climate action, by providing insight into what people want in rural, urban & at national scales; and,
- Provide a mandate to make change happen by developing principles and recommendations for local environmental action within the context of climate resilience.

Citizens’ juries, in common with other deliberative processes, are a great tool for engaging diverse groups of people to make recommendations on complex issues. We are particularly pleased to see your commitment to championing and taking on board the recommendations of the citizens’ juries.

We understand the requirement for juries to be delivered in two locations across England (either Manchester, Chichester and/or South London) and the need to work with yourselves to plan out the organisation, design and delivery of the juries for the two chosen locations.

We have noted your request for online delivery of these events so we have proposed an entirely online process. As we demonstrated through working with you on delivering the first three “Rethinking Water Citizens Juries” and explain in detail in this proposal, we deliver many processes like this, including with participants with limited or no IT technology and literacy. Through an in-depth onboarding process and the use of tried-and-tested online methods, we are confident in delivering a robust and engaging process that will achieve your objectives.

Our proposal, as outlined in further detail below, is based on:

- 2 online citizens’ juries;
- 20-25 participants per citizens’ jury (we have budgeted based on 22 participants);
- 6 meetings of two to two and a half hours duration per citizens’ jury (14 hours per citizens’ jury).

This structure has been demonstrated to work in ways that enable the participants enough time for learning and deliberation and produce results that are useful to the commissioner and the local stakeholders. We would then expect to develop and refine our approach based on conversation and collaboration with you.

02. OUR APPROACH

Involve are committed to delivering high quality deliberative processes that support people to engage with complex issues and develop informed recommendations. We do not deliver off-the-shelf processes, but instead work to ensure that the design is driven by the purpose, people and context of the issue area in question.

Here we set out our approach to designing and facilitating citizens' juries. This is informed by our experience delivering these processes over many years, plus the specific experience of delivering the first three "Rethinking Water Citizens' Juries" in Ouseburn, River Wharfe, and Thames Valley areas.

Process design

We start all of our projects by going through a detailed co-design process. This helps to ensure that we have a clear shared understanding of the purpose of the project and, subsequently, that all other design choices flow from this.

We would look to hold an inception meeting with you (and the relevant local Environment Agency staff members if appropriate) at the earliest available opportunity in order to clearly define:

- The objectives and scope for the overall process;
- The question that the public will be asked to help you answer;
- The final product and the difference you hope it will make;
- Who needs to be involved (including internal stakeholders);
- The elements of the process and how they fit together (especially the two different juries);
- The timeline and key deadlines;
- Ways of working between us, including primary contacts and mutual expectations.

Based on this discussion, we will agree with you any revisions to our approach and develop a detailed project plan that outlines clear deadlines and responsibilities. What we present below, therefore, is a starting point for discussion that we expect to develop and refine with you. The steps outlined below will be required across both of the juries.

Our standard approach is to work collaboratively with clients and partners to ensure that process designs are informed by the range of expertise and insights that different people bring. This will likely include working closely with you in identifying and briefing speakers, developing materials and planning the content for sessions. We learnt from delivering the first three "Rethinking Water" that the Juries had to be much more locally responsive than we were initially expecting, and have built in more design time to this proposal to enable us to do this. Alongside this, in close communication with you, we will undertake all of the planning and logistics for onboarding and supporting participants, and setting up and delivering the citizens' jury meetings.

Based on the ongoing challenges around Covid, we agree that the citizens' juries will again need to take place entirely online. This would consist of each citizens' jury meeting being held online over six sessions of between two and two and a half hours each. These sessions would be spread over the course of a couple of weeks. Across the two citizens' juries, this will equate to 12 sessions and 28 hours of events.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

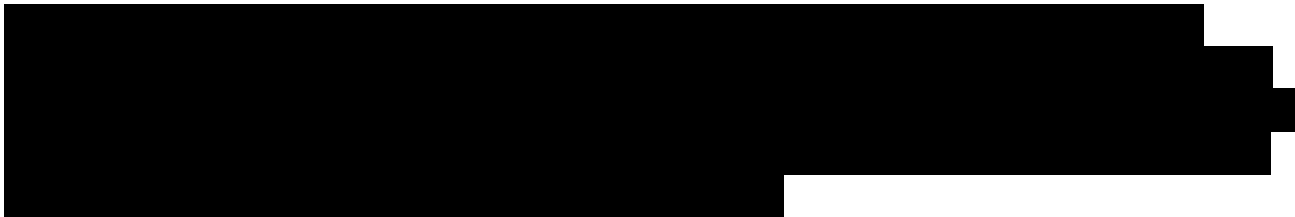
[REDACTED]

Session	Week	Time	Session Focus
1	Week 1	Wednesday; 7pm to 9pm	Welcome & introductions to the topic
2	Week 1	Saturday; 10am to 12.30pm	Learning – hearing from and questioning speakers, and reflecting on what they say
3	Week 1	Saturday; 2pm to 4.30pm	Learning – hearing from and questioning speakers, and reflecting on what they say
4	Week 2	Wednesday; 7pm to 9pm	Deliberation – discussing what they have heard and tying up loose ends
5	Week 3	Saturday; 10am to 12.30pm	Deliberation – discussing what they have heard and beginning to reach conclusions
6	Week 3	Saturday; 2pm to 4.30pm	Decision-making – agreeing recommendations

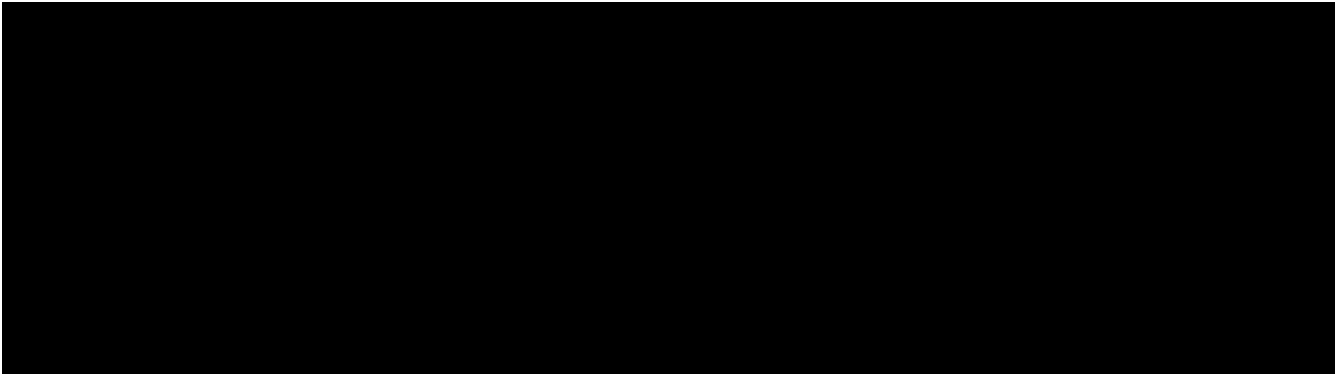


Participant onboarding

Good participant onboarding and care is key to participants' experience of the process and ability to engage. This is particularly important for online processes, as we propose here.



Follow up contact will be made with anyone who identifies as needing support to put measures in place. These could include:



We have designated a budget to cover the cost of providing this technology to participants as part of this proposal.

[REDACTED]

[REDACTED]

In keeping with good practice, we will also suggest that all participants are paid an honorarium for their participation. It is widely accepted that the payment of incentives is essential in reaching those who do not normally take part in such engagement initiatives. We suggest each participant is paid £30 per session.

Citizens' jury process

[REDACTED]

[REDACTED]

[REDACTED]

At the beginning of the process, participants will agree guidelines for how the deliberation will take place. This will support participants to manage their own behaviour and give facilitators the license to step-in should any issues arise. This step is important for establishing the conditions in which all participants feel able to participate.

We will design the process to ensure all participants are able to meaningfully take part, taking into account that a diverse group of people will have different ways of learning,

knowing and communicating. This includes supporting participants to engage with inputs (including evidence and analysis) through a range of different formats, including presentations, graphical representations, Q&A discussions and written briefings.

Learning

During the learning phase, information can be presented in a variety of ways including presentations from ‘witnesses’ who have relevant lived or professional experience (or both) around the jury question. Written information and facilitated discussions also add to the jury’s learning. Where presentations from witnesses are being used, these should typically be no longer than 10 minutes per speaker.

During presentations, citizens may not interrupt unless they need clarification or to pick up on the use of complex language and jargon. Following a presentation, or series of presentations, participants will reflect (in breakout groups) on the presentation(s) and agree questions. Back in the large group – or sometimes remaining in the small groups – these questions are posed to the speaker(s). This process ensures that participants can engage deeply with the material and avoids questions only being asked by the most confident individuals.

It’s important that a citizens’ jury has access to a range of information sources, including objective evidence and data (for example through witness presentations) and different opinions and perspectives. It is also important to recognise that participant’s learning can also be from their peers within the jury, as people have the opportunity to share their own lived experience relating to the topics under discussion. Through the layering of these different information sources, the knowledge of the citizens’ jury is built throughout the process up to its final sessions.

Deliberation






Decision-making

This involves participants coming to collective conclusions based on what they have learnt through a process of public reasoning. Depending on the stage of the process and the specific question being asked this could be, for example, a choice between binary options, a set of recommendations, a prioritised set of preferences, and/or new suggestions for a solution. While consensus based decision-making processes are the ideal, in an online jury of this duration it is likely that voting systems will need to be used to ensure clear outputs are attained that reflect the views of all participants.

Online methods



Key to ensuring the continued and productive engagement of participants during this time is ensuring the event plan includes a variety of ways to interact and contribute. Even more so than in a face-to-face engagement exercise it is important that online sessions allow for and support different learning and communication styles and preferences. For this reason, alongside using Zoom as the primary tool for bringing people together, we propose using a range of complimentary platforms to add value to the breakout room discussions.



[REDACTED]

Each citizens' jury will be facilitated by experienced professional facilitators from our core team and associates. We will provide one lead facilitator, who will be responsible for the overall process. They will introduce sessions and speakers, and ensure that the process keeps on track to deliver its objectives. In addition, we will provide three group facilitators to run breakout groups and one support staff to manage the technology and participant care.

Reporting and wash up

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] We would be

¹ For example, see [REDACTED]

keen to support the Environment Agency in its thinking around its approach to engagement at these different levels (including the Working with Others frameworks), how these processes fit into those plans and informing future engagement work. We would be very happy to discuss this further and how we could best provide this support.

03. OUR EXPERIENCE

3.1. About Involve

Involve is the UK's leading public participation charity. We work towards creating a more vibrant democracy, with people at the heart of decision-making. We have a mission to develop, support and campaign for new ways of involving people in the decisions that affect their lives.

Everything we do is driven by our values:

- **Collaboration** – because change comes when broad coalitions of people work towards a common vision;
- **Equality** – because everyone in society has an equal right to be listened to and participate in decisions that affect their lives. No one should be held back by societal divisions or prejudice;
- **Independence** – because we are committed to the integrity and impartiality of participatory and deliberative processes;
- **Purpose** – because participation must have an impact. We reject tokenistic or ineffectual engagement; and,
- **Quality** – because effective participation requires time, attention and commitment.

We have been at the forefront of the development and practice of public participation and deliberation in the UK and internationally. We have experience of designing and facilitating a range of deliberative processes – including citizens' juries, citizens' assemblies, deliberative workshops – on a variety of topics. For example, in the last three years we have been involved in developing, designing and delivering deliberative processes on a range of issues at a local, devolved and national level. The majority of these processes have been delivered entirely online:

- [Devon's Climate Assembly](#) (2021), commissioned by Devon Climate Emergency, a partnership of public, private and voluntary organisations in Devon to explore how Devon should meet the big challenges of climate change.
- [Our Zero Selby](#) (2021): we are working with Forum for the Future to look at how communities can lead the transition to net zero.
- [Jersey's Assisted Dying Citizens' Jury](#) (2020-2021), commissioned by the Government of Jersey to answer the question of: "Should assisted dying be permitted in Jersey, and if so, under what circumstances?"
- [Jersey's Citizens' Assembly on Climate Change](#) (2020-2021), commissioned by the Government of Jersey to explore how Jersey should become carbon neutral.
- [Rethinking Water](#), three citizens' juries (2020-2021), commissioned by the Environment Agency to explore how local areas can work together to improve the water environment and how this can inform national policy on water.

- [Scotland's Climate Assembly](#) (2020-2021), commissioned by the Scottish Government and Parliament, to make recommendations on how Scotland should tackle climate change;
- [Digital Ethics People's Panel](#) (2020), commissioned by the Scottish Government to inform the National Expert Group on Digital Ethics;
- [Climate Assembly UK](#) (2020), the largest national citizens' assembly to date, which has made recommendations to the UK Parliament and Government on how to achieve the net-zero target;
- [Citizens' Assembly of Scotland](#) (2019-2020), the first citizens' assembly commissioned by Scottish Government, which is making recommendations on the future of Scotland;
- [Kingston Citizens' Assembly](#) (2019), which made recommendations to the council on how air quality could be improved in the borough;
- [Greater Cambridge Citizens' Assembly](#) (2019), which made recommendations on how to reduce congestion and improve public transport and air quality.

We now have considerable experience of designing and facilitating deliberative processes online. We have delivered numerous local and national citizens' juries and assemblies online since delivering the first three "Rethinking Water" citizens' juries. We have captured learning throughout these processes and have developed extensive design, participant support and facilitation resources for the online environment that will be at the core of this work.

Beyond our practical experience, we have also led the development of standards, guidance and peer learning on citizen deliberation in the UK. This includes conducting research and developing guidance on [public participation in the regulated industries](#) and trialling public engagement on infrastructure decisions, including [water policy in Scotland](#).

Our [Deliberative Democracy Practitioners' Network](#) brings together practitioners of dialogue and deliberation in the UK in order to build capacity and capability; facilitate peer-to-peer support; build knowledge, understanding and learning; and develop standards and principles.

Over the past couple of months, we have led both national and international discussions on how to do deliberation online. This has included:

- Hosting several online workshops of our Practitioners' Network on [deliberative democracy in an age of COVID-19](#); taking stock on [what influences our work in participation and deliberation](#) and [reviewing our online practices a year into the Covid context](#).
- Hosting calls with the international Democracy R&D Network on how to move deliberation online;
- [Sharing our experience and learning](#) from moving Climate Assembly UK online; and,
- [Developing guidance](#) on using digital tools for participation.

3.2. Previous projects

Below we give some more detailed examples of our work to design and deliver deliberative processes, such as citizens' juries, including on related issues.

Environment Agency Rethinking Water Citizens' Juries

In 2021, we were commissioned by the Environment Agency to lead the design and delivery of three citizens' juries across England looking at the future of water management and to feed into the Environment Agency's future water ambition and action plan.

For each Jury 22 randomly selected and demographically representative members of the public took part in a 14 hour deliberative process across two weeks. During this time participants took a local approach to the national issues of water management to answer the overarching question: 'how do you connect with water in your local environment, and what needs to be changed in the future to benefit people and wildlife?'. Panel Members came together during these sessions to listen to evidence, discuss ideas, and develop a set of recommendations.

Involve supported the Environment Agency to convene local advisory groups made up of experts and key stakeholders active in river management issues from each local area. Through a series of Involve facilitated planning sessions, the advisory groups helped shape the questions for each jury, alongside identifying key topic areas and speakers to present evidence. This involvement of local advisory groups enhanced the legitimacy of the process and the impact of the recommendations, whilst building the capacity of the Environment Agency as leaders of local partnerships.

Water policy in Scotland

In 2018, we were commissioned by the Consumer Futures Unit (CFU) – part of Citizens' Advice Scotland – in partnership with Ipsos Mori, to trial 3 different deliberative methods to [explore consumers' relationship to the water environment in Scotland](#) to inform CFU's advocacy role within the next strategic pricing review process for the industry.

We held five engagement events across Scotland in March 2017 to explore 1) how engaged consumers are in matters related to water and the environment; and 2) whether consumers think there should be similar service standards across urban and rural areas. The five events included two deliberative focus groups (Inverness and Glasgow), two full day structured dialogue workshops (Inverness and Glasgow) and a one day 'mini assembly' (with participants drawn from a 1 ½ hour travel time from Edinburgh to give a mix of urban and rural perspectives). Together these involved 132 people in 22 hours of deliberation on the topic. Each group was recruited to be a representative 'mini-public'.

Overall the research demonstrated that all of the methods used to consult with consumers were able to effectively address the policy research question and provide the CFU with clear insight into consumers' priorities, concerns and expectations of service from the water sector and in relation to the wider water environment. It also clearly showed that there is added value for policy and decision makers in using a deliberative approach to engaging with consumers on complex and remote subjects in order to give people the opportunity to learn about the issues and develop informed opinions through dialogue. This led to the outputs produced by the more deliberative methods being valued by the CFU for the level of insight they gave into the reasons behind consumers' preferences and priorities.

Climate Assembly UK

[Climate Assembly UK](#) has brought together 108 members of the public from across the UK to consider how the UK should achieve its target of net-zero emissions by 2050. We led on all aspects of designing and delivering Climate Assembly UK, including designing the process; commissioning and overseeing recruitment; managing participants; organising logistics; facilitating the citizens' assembly sessions; and reporting on its outcomes.

The assembly was due to meet over four weekends face-to-face in Birmingham between January and March 2020. Three of these meetings took place, but the fourth had to be postponed due to COVID-19. With the agreement of the UK Parliament, we successfully transitioned this final weekend to take place online, spread over three weekends in April and May. With [careful thought and detailed preparation](#), we have been able to retain the involvement of all assembly members and continue a high level of deliberation.

During the assembly, participants have learnt about climate change and how the UK can address it, discussed this with one another, and made recommendations about what should happen. They have considered how to reduce emissions from transport; homes; what we buy; food, farming and land-use, as well as how energy is produced.

The citizens' assembly was commissioned by six Select Committees of the House of Commons. The recommendations of the Climate Assembly were launched in September 2020 at an online event hosted by Parliament, followed by a debate in the House of Commons. The committees will use the recommendations as a basis for detailed work on implementing the assembly's recommendations and the Government has committed to look at them in detail.

Plugged In People's Panel

In July 2020, we convened the online Plugged in People's Panel for Electricity North West to support their public engagement in the RIIO - ED2 business planning process. The Panel consists of 40 members selected, through a civic lottery process, to be broadly representative of the population of the North West of England.

The People's Panel has now met for 8 meetings between July 2020 and October 2021 to learn, discuss and deliberate on key aspects of the company's existing performance and future planning, including:

- The comparative performance of the network, and customer service operations, to prioritise where there is most need to invest in improvement;
- The affordability of future investment in network safety, resilience and reliability;
- Customers preferred pace of change to ensure Electricity North West contributes to net zero targets by expanding the capacity of the network in a timely way;
- Options for the company to support fuel poor and vulnerable customers.

The panel was open to any selected members of the public to take part in, with no conditions around IT access or literacy. We have spent considerable time supporting individuals to become familiar with the online platforms we are using. We have also supplied hardware and data packages to some individuals to support their ability to participate.

Northern Gas Network

In 2019, we worked with [Northern Gas Networks](#) (NGN) to design and deliver their first NGN Public Panel, designed to enable a diverse group of the public, including importantly those who had never actively engaged with NGN, to contribute to the development of the company's business plan for 2021-2026.

This was a new approach to public engagement for NGN that brought together a 'mini-public' (50 people) from across the network's areas for 3 days of deliberative workshops on Saturdays in March and April 2019.

The Panel's key task was to explore a question at the heart of NGN's business plan: "How does ngn find the right balance between price and service which is fair for everyone and which meets customers' aspirations for the company?"

The aim was to help NGN better understand:

- Domestic customers' investment preferences
- the importance placed upon different performance areas
- Levels of support for different business plan options
- where consensus exists and the basis of dissenting views

Following the success of this series of workshops we worked with NGN to reconvene the Panel in November 2019 as an ongoing component of their engagement and monitoring of their 5 year plan. There was a willingness to return rate of 81%, and the Panel was refreshed at this stage to ensure it remained representative of the area.

When the Panel moved online due to lockdown 84% of Panel members remained interested in continuing and we worked with them to ensure that they have access to the necessary equipment and the confidence using digital engagement methods to participate effectively in the four recent meetings.

3.2. Our team

██████████

██████████ will lead the design and delivery of the citizens' juries. He will be responsible for working with you on planning and coordinating the events.

During the first stage of the Rethinking Water Citizens' Juries, ██████████ led the design and delivery of the juries. ██████████ supported the scoping of the national question and facilitated planning sessions for local advisory groups to help shape the questions for each jury alongside identifying key topic areas and speakers to present evidence. He created the design for each jury and led on the delivery for each process.

██████████ is a senior associate at Involve. He has spent 20 years leading and facilitating complex engagement processes. He focuses on processes for deliberation, strategic planning, and dialogue with large diverse groups. He works with Non-profit Organisations, Central Government departments and agencies, international humanitarian development bodies as well as with communities and local authorities. In the recent past he designed and facilitated a series of multi-stakeholder workshops to create a Mental Health plan for Northern Ireland's Government, he led whole system in the room events on Mental Health and Suicide Prevention for the Public Health Agency as well as a strategic planning process with Ireland's Higher Education Institutes of Technology. He convenes and facilitates dialogues addressing the legacy of violence in Ireland with Glencree Centre for Peace and Reconciliation.

██████████ has facilitated Citizens' Assemblies in Northern Ireland on Social Care, the UK Climate Assembly, the Citizens' Assembly of Scotland (both of which moved from face to face to online processes) and Scotland's Climate Assembly held entirely online. He is currently working with a US-based team to translate a "Whole System" transformation approach called Future Search into a virtual process using Zoom and an online collaboration platform.

In Ireland, during the last year, ██████████ has facilitated workshops with the national statutory stakeholder body An Foram Uisce – Irish Water Forum to explore and assess evidence for large infrastructure investments and to develop responses to the national Integrated Water Catchment Plan. He has also worked with local coastal communities to put together processes to acquire EU Bathing Water status for beaches to improve water quality.

■■■■■ trains leaders and practitioners to use approaches to map, analyse, and respond to complex social issues with high engagement. In the past several months his work has largely moved to online where he has continued to engage and deliver deliberative and strategy processes.

■■■■■

■■■■■ will provide project oversight and advice on the design and facilitation of the citizens' juries.

■■■■■ is an Engagement Lead at Involve and has led numerous deliberative processes during her time at Involve. These include the Jersey Assisted Dying Citizens' Jury; Jersey Climate Assembly; oversight on the Rethinking Water Citizens' Juries and most recently Engage Britain's People's Panel on Health and Care..

■■■■■ was the programme manager of the Innovation in Democracy Programme, a national government programme to support local authorities to pilot deliberative processes. ■■■■■ was also Project Lead for two years on a long term stakeholder engagement project facilitating dialogue between two Home Office data programmes and civil society organisations.

■■■■■

■■■■■ will work as a project manager and will work closely with ■■■■■ on the design and the delivery of the juries.

■■■■■ is a Project and Inclusive Practice Officer at Involve and has worked on multiple deliberative and participatory processes during her time at Involve. ■■■■■ provided project management for the first stage of the Rethinking Water Citizens' Juries and managed participant liaison ensuring all participants were onboarded and engaged with the process. ■■■■■ also supported the delivery as both a facilitator and through technical production.

■■■■■ formed part of the project management and delivery teams for Engage Britain's People's Panel on Health and Care, a nation-wide deliberative process. Maddie also worked as the project manager for NatWest's Pension Planning workshops to explore NatWest employees views on how their pension investments are managed.

■■■■■

■■■■■ will provide quality assurance, oversight and any dispute resolution support on the design and facilitation of the citizens' juries.

■■■■■ is Director of Innovation and Practice at Involve. She is an experienced deliberative workshop designer and facilitator: having led on the design and delivery of Scotland's Climate Assembly, the Devon Climate Assembly, the Citizens Assembly on Democracy in

the UK and led strands of the Climate Assembly UK (both on and offline); designed and lead facilitated the Citizens' Assembly for Northern Ireland; designed and led the Citizens' Forums on Agricultural Policy for Scottish Government; contributed to the design and lead facilitation at the Citizens' Assembly of Scotland, and facilitated at the Citizens' Assembly of Wales (National Assembly for Wales), Citizens' Assembly on Social Care (UK Parliament), the Citizens Assembly on Brexit (UCL).

██████ has led Involve's work on utilities and the regulated industries. This includes conducting research and developing guidance for Ofgem and the Consumer Futures Unit, and designing and facilitating deliberative processes for Northern Gas Network, Electricity North West and the Scottish Government.

Onboarding team

The onboarding of participants will be conducted by experienced members of our team who have been trained in supporting digital inclusion and access.

Facilitation team

The facilitation team will be drawn from our pool of associate facilitators. These are experienced professional facilitators who we work with on a regular basis to deliver a range of deliberative processes.

04. BUDGET

The total proposed budget is ██████ plus VAT. This is based on the assumptions outlined throughout this proposal and our learning from delivering the first series of "Rethinking Water" citizens' juries.

Costs	Units / Person days	Unit / Person cost	Total (exc. VAT)
Preparation staff costs			
Project development & client liaison	1	██████████	██████████
Project development & client liaison support	3	██████████	██████████
Event planning & design	6	██████████	██████████
Project management	7	██████████	██████████
Speaker coordination & material preparation	4	██████████	██████████
Facilitator briefings & liaison	3	██████████	██████████

[illegible]

Annex 3

Rethinking Water: Citizens' Jury Planning and Facilitation

Specification

1. Background to the Requirement

We need to change how we think about water and we need to do it now. If we do not, the climate crisis, population growth, and the way we use our land is going to make managing water, and balancing the needs of wildlife with ours, an impossible task. Water security is one of the most pressing societal challenges globally, affecting over 700 million people in 43 countries and it is predicted to affect up to 1.8 billion people by 2025.

Research has demonstrated that one of the primary effects of climate change is the disruption of the water cycle through changing precipitation patterns, increased drought and increased flooding. These changes will soon start to impact on more and more aspects of everyday life and planning, from the availability of drinking water supplies through to sanitation and food and energy production.

However, our water environments are already being actively challenged even before the long-term impacts of climate change are mitigated or experienced in full. Data collection suggests that overall improvement in water quality is levelling off and continued improvements will be difficult to achieve.

To continue to protect and restore our environment, it is crucial to engage the wider population in place-based management to shape practices and deliver changes in behaviour.

To help us achieve this, we plan to stimulate engagement through running a series of “Citizens’ Juries” in three locations in England. This will also help us understand the ways in which people value water by establishing a national discussion that can help inform and guide future policy development.

Output from the Citizen’s Juries will enable influencers to understand the shape of local climate action, by providing insight into what people want in rural, urban & at national scales.

Ultimately, the Citizens’ Juries will provide the people’s mandate to make change happen as they will develop principles and recommendations for local environmental action within the context of climate resilience. The Citizens Juries will present their recommendations and issues to the Environment Agency Board of Directors and a virtual national forum of practitioners from the Environment Agency and the National Water Leaders Group, to enact the recommendations. The Environment Agency will then cascade the recommendations to local partners enabling new, targeted actions specific to their individual climate delivery frameworks. Finally, changes that are needed through policy or legislation will also be adopted by the Environment Agency nationally.

The Citizens’ Jury will be made up of 20-25 members of the public (Jurors) who will already have been selected and recruited. **Therefore, the selection and recruitment of Jurors will not form part of this contract.** The Environment Agency will provide you with the Jurors’ contact details during the planning phase.

Jurors will have been selected from the local area and stratified random sampling will ensure that the Jury as a whole is representative of that area’s wider population.

We have also put a panel of local and national partners (experts/witnesses) together who will give us access to wider expertise to feed into the conversation.

2. Specific Objectives/Deliverables

The purposes of this fixed term contract are:

- to provide the expertise to design and deliver a participative democratic engagement process in the manner of a citizen jury, this financial year.
- to provide the Environment Agency with a robust plan for the organisation, delivery, and facilitation of two effective and engaging “Rethinking Water” Citizens’ Jury events consisting of people from the following areas: Manchester and Chichester
- to lead, in collaboration with the Environment Agency, on the organisation, delivery, and facilitation of the Citizens’ Jury.

Deliverables and actions:

- to provide an effective plan for the event that focusses on positive outcomes and includes post event actions and follow up.
- to work collaboratively with the Environment on the planning and coordination of the event.
- to host and facilitate the event.
- To host information needed by the participants for the event
- to engage with the Environment Agency in post event mop up, decisions and recommendations.
- To provide the EA with the recommendations from the events

Due to the Covid-19 pandemic, it is anticipated that this event will be run online and the use of digital platforms to conduct each Jury should be considered.

Once the closing date for expressions of interest has passed, all parties who have expressed an interest in tendering will be given the opportunity to provide a quote. You will be asked to provide a separate quote for each individual event AND a quote for both events combined. Please provide a breakdown of all costs in your quote so that it is clear what option you are quoting.

Any per diems or accommodation, travel and subsistence costs for Jurors and expert witnesses as well as venue hire and catering, where applicable, will also need to be factored in to your quote(s).

3. Timescales/Deadlines

Our aim is to run these events within the current financial year.

4. Skills of Personnel Required

To deliver this work we would anticipate that the contractor would have proven experience of planning, delivering and facilitating effective and productive Citizens' Juries.

Annex - Involve's Privacy Notice – Rethinking Water Citizens' Jury

This section explains how Involve will store and use your personal information. We will be holding the following information of yours:

- Your telephone number, postal address and email address (if you have one);
 - Your responses to the questions you answered when you applied to take part in the panel (for example, about your age and gender);
 - Your responses to questions you answered as part of the confirmation process (for example, whether you have any access requirements);
 - Your bank details which we will require in order to pay you your thank you gift;
 - Anonymous information about your views collected during the panel process.
- These will not be identifiable as coming from you.

We will use this information for the following purposes:

- To provide you with the information you need to take part in the panel;
- To follow up with you after the panel to provide you with the report from the panel and information about what happens to the panel's recommendations (for example, how the Environment Agency responds to them);
- To ensure that participants in the panel are together representative of the population of your local area;
- To report on the process and conclusions of the panel.
- To ensure the panel meets any access requirements you may have, that we can cater for your preferences in terms of any support provided;
- To reimburse you for any expenses and send you the £180 thank you gift for taking part. Note that this will be in two installments, paid after each block of meetings.

By signing below you will give us your consent to process this information.

You have the right to withdraw your consent at any time and to ask us to remove your data from our records. You can also ask us at any time to see what data of yours we hold, and you can also ask us to correct it or restrict what we do with it.

We will store your information securely and we will not share it with anyone else. We will keep your information until 31 December 2021 and then it will be deleted. We may need to

keep some of your data for a longer period where we are required to do this by law or financial regulations. We will need to keep any financial information for 6 years, for audit purposes.

If you have any questions, don't hesitate to ask a member of staff or email data@involve.org.uk. You can see a copy of Involve's privacy statement on our website, at www.involve.org.uk/privacy-policy. If you have any concerns or complaints about how we are using and looking after your data, please get in touch with us at data@involve.org.uk and we will do our best to resolve this for you.

If you wish you can also make a complaint to the Information Commissioner, who regulates data protection in the UK. Details on how to contact the Information Commissioner can be found on their website at <https://ico.org.uk/>.

Thank you for reading this information and for taking part in this project.

Annex 4 **DATA PROCESSING AGREEMENT**

Data Protection – processor agreement

BETWEEN

**ENVIRONMENT AGENCY (“the Agency”) whose principal office is Horizon House, Deanery Road,
Bristol, BS1 5AH**

AND

The Involve Foundation **“Involve”** Oxford House, Derbyshire Street, London, E2 6HG

Dated

23/12/2021

Background

The Agency (in this Contract referred to as “[**Controller**]”) and [Involve] (in this agreement referred to as “[**Processor**]”) will work to hold two citizen juries. Involve will plan and facilitate these juries whereby personal data will be processed by Involve on behalf of the Agency and accordingly a data processor agreement is required.

Definitions:

Annex 1: the Schedule of Processing, Personal Data and Data Subjects attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

Annex 2: Joint Controller Agreement (where required).

Contract: Means this data processing agreement.

Data Protection Legislation: Means: (i) UK GDPR, the Law Enforcement Processing (Part 3 of DPA 2018) (ii) the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: takes the meaning given in the UK GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor in relation to the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Law: Means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.

Processor Personnel: Means all directors, officers, employees, agents, consultants of the Processor and/or of any Sub-Contractor or Sub-Processor engaged in the performance of the Processor's obligations under this Contract.

Protective Measures: appropriate technical and organisational measures which may include but not limited to: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to the Contract.

Total Claim Losses: means the total claim losses for any claim comprising both Parties' reasonable costs of paying for lawyers and other experts to defend the claim; any Losses, damages or other monetary compensation or fines awarded as a result of the claim; and any third party legal costs that either party is required to pay as a result of the claim.

UK GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4))

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Involve is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.

(a) In consideration of the Controller engaging the services of the Processor to process the personal data on its behalf the Processor shall comply with the security, confidentiality and other obligations imposed on it under this Contract.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with UK GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.
- 1.16 The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Contract once agreed in writing.

1.17 If financial penalties are imposed by the Information Commissioner's Office ("**ICO**") on either the Controller or the Processor for a Data Loss Event ("**Financial Penalties**") then the following will occur:


- (a) If the Controller is responsible for the relevant breach, in that it is caused as a result of the actions or inaction of the Controller, its employees, agents, contractors or systems and procedures controlled by the Controller, then the Controller will be responsible for the payment of such Financial Penalties. In this case, the Controller will conduct an internal audit and engage at its reasonable cost when necessary, an independent forensic investigator or a PCI forensic investigator as the case may be, to conduct an audit of any such data incident. The Processor will provide to the Controller and its forensic investigators and auditors, on request and at the Processor's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident.
- (b) If the Processor is responsible for the relevant breach, in that it is not a breach that the Controller is responsible for, then the Processor will be responsible for the payment of these Financial Penalties. The Controller will provide to the Processor and its forensic investigators and auditors, on request and at the Processor's sole cost, full cooperation and access to conduct a thorough audit of such data incident.
- (c) If responsibility is unclear, then the Controller and the Processor will work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the data breach can be apportioned.

1.18 If either the Processor or the Controller is the defendant in a legal claim brought by a third party in respect of a Data Loss Event, then unless the parties otherwise agree, the party that is determined by the final decision of a court of competent jurisdiction ("**Court**") or the ICO to be responsible for the breach shall be liable for the Total Claim Losses arising from such breach. Where both Parties are liable the liability will apportioned between the Parties in accordance with the decision of the Court or the ICO, as the case may be in respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event:

- (a) if the Controller is responsible for the relevant breach, then the Controller will be responsible for the Total Claim Losses.

- (b) if the Processor is responsible for the relevant breach, then the Processor will be responsible for the Total Claim Losses: and
- (c) if responsibility is unclear, then the Controller and the Processor will be responsible for the Total Claim Losses equally.

Signatures of Party Representatives

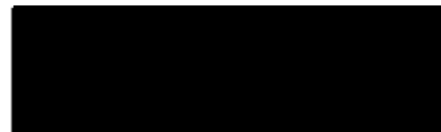
 – Rethinking Water manager



Date 23rd December 2021

For and on behalf of the Environment Agency:

 - Director of operations



Date 7th January 2022

For and on behalf of Involve

Annex 1 - Schedule of Processing, Personal Data and Data Subjects Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:

Anna Burns: Data Protection team, Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH

Dataprotection@environment-agency.gov.uk

2. The contact details of the Processor's Data Protection Officer are: Clive Mitchell

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and Involve is the Processor in accordance with Clause 1.1.
Subject matter of the processing	<p>Involve will plan and facilitate two citizen juries. Citizen juries are a tool for engaging diverse groups of people to make recommendations on complex issues. It brings together a randomly selected group of people who broadly represent the entire community.</p> <ul style="list-style-type: none">- Involve will need jury member names, home address, phone number, email address in order to contact them.

	<ul style="list-style-type: none"> - They need to contact the jury members with the information they need to take part in the panel; To follow up after the panel to provide the report from the panel and information about what happens to the panel's recommendations (for example, how the Environment Agency responds to them); To report on the process and conclusions of the panel. - Involve need to hold jury member data regarding access to technology and digital skills to be able to identify and provide personalised support to enable participation - Involve need to hold jury member bank account details, to be able to provide participants with their thank you gift - They will also hold local advisory panel and speaker email addresses – to contact them with information to join the zoom call.
Duration of the processing	The contract will run from 23/12/2021-31/3/2022. The citizen juries will be held during March.
Nature and purposes of the processing	<p>Personal information</p> <ul style="list-style-type: none"> - Jury member names, home address, phone number, email address – To contact the jury members with the information they need to take part in the panel; To follow up after the panel to provide the report from the panel and information about what happens to the panel's recommendations (for example, how the Environment Agency responds to them); To report on the process and conclusions of the panel. - Jury member data regarding access to technology and digital skills to be able to identify and provide personalised support to enable participation - Jury member bank account details, to be able to provide participants with their thank you gift - Local advisory panel and speaker email addresses – to contact them with information to join the zoom call <p>Photos and recording the recommendations:</p> <ul style="list-style-type: none"> - The Environment Agency is developing a future water ambition and action plan. This strategy will set out how we are going to get a step change in the state of the water environment. To do this we need to listen and work with others to understand their priorities. The two citizens' juries will bring 'virtually' together a diverse range of people who live, work or play in and around the Lake Windermere and Chichester Harbour. To hear evidence, discuss the issues together, and recommend how we all should best

	<p>respond to the opportunities and challenges posed by a growing population and a changing climate. We are using these citizen jury to help us make decisions on what we need to change to manage the water environment better in the future.</p> <ul style="list-style-type: none">- We would like to use the pictures as part of reporting and to communicate the Rethinking Water Citizens' Jury, the work that it does, and its recommendations for the water environment. We will collect no more than we need for this purpose.- We will only use photos from those who consent. If they later withdraw consent. Involve will be able to match the information to the person, so we can remove them if possible. It will be mentioned on the consent form that if they've been used in any published materials (e.g. reports) or online (e.g. on social media) then it may not be possible to delete them from those publications or entirely from those online sites. <p>Presenters</p> <ul style="list-style-type: none">- The presenters are our partners in the citizen juries. We have a local advisory panels for each citizen jury. Our partners have provided no financial support but they will have helped us shape the design and balance of the content and questions feeding into the citizen juries. The stakeholders presenting are those organisations that we work with on improving the water environment both locally and nationally. They will include organisations such as the local authorities, Lake District National Park Authority, Rivers Trust, National trust.- They would like us to be transparent about the information being presented to the citizen juries. The speaker guidance produced for them highlights that they will be recorded.- Involve will use a google site to host recordings taken during the jury sessions. <p>In email communication with participants we will made it very clear they are not to share the link to the googlesite with anyone else. We will also verbally reiterate this during jury meetings. We cannot enforce this, but we could mitigate the risk of participants sharing the link by keeping the googlesite live only for as long as is needed (until the end of the Rethinking Water Jury Sessions in March). Only participants who have consented will have their voice and/or video in recordings uploaded to the googlesite.</p> <ul style="list-style-type: none">- All Zoom recordings will be saved in Involve's dropbox. Involve's Dropbox is Dropbox for Business, which meets ISO standards on information security. Log-in is via individual log-ins with two-factor authentication enabled. To add recordings to a googlesite they will be uploaded via the Involve G-Drive. All Involve staff have individual log-ins for G-Drive with two-factor authentication enabled. <p>Using Zoom for the Jury Sessions</p> <ul style="list-style-type: none">- Involve takes active steps to ensure Zoom is as secure as possible. These include: only sharing the Zoom details the morning of each session;
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	<p>password protecting every Zoom meeting; enabling a waiting room for every Zoom meeting; and disabling participant chat during the meetings.</p> <ul style="list-style-type: none"> - Zoom (like all cloud platforms or apps) involves data transfer outside of the UK. Zoom have confirmed that they only transfer data to jurisdictions that have either met the European Commission's adequacy tests on data protection or they rely on use of the European Commission's Standard Contractual Clauses for data transfer. - 1) When Involve record on Zoom (including during the Q&A sessions) we 'pin' the speaker so only the speaker's image is on the screen. This means even if a participant speaks during the recording their image will not appear on the screen. - 2) As an additional precaution, Involve will remind all participants each time before we start recording that we are about to start recording, so they are mindful about accidentally unmuting during the presentations. - 3) If a participant who has not consented to recording did speak during the Q&A or a speaker presentation their audio would still be heard in the recording. If this were to happen Involve can edit the recordings before they go on the google site to make sure this person's voice is not in the recording, ensuring at no point will this person's audio be made accessible to anyone (except the Involve staff member with the recording). The Involve staff member would then delete the recording containing the participant's voice.
Type of Personal Data being Processed	jury member names, home address, phone number, email address, bank accounts, audio recordings, photos and videos.
Categories of Data Subject	<i>members of the public</i>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The privacy notice will state that data will be retained until 31st December 2022, after which it will be permanently deleted.</p> <p>Financial data is required to be kept for 6 years for audit purposes. This will be clearly stated in the privacy notice</p>