

Colchester Borough Council

Resources Protocol

1 Introduction

The purpose of this protocol is to provide a guide to the use of Council resources by Councillors.

2 Resources Provided to Councillors

- (1) The Council provides a range of support services, including stationery, typing, postage and an e-mail address to enable Councillors to carry out their duties. These may only be used on Council business, such as correspondence between Councillors or Councillors and Officers; or in response to queries raised by local people. They must not be used for any party political, mailing list or election purposes whatsoever. Councillors must not ask Officers to type, photocopy or otherwise process any party political or election material.
- (2) Council stationery and postage may only be used by Councillors as part of their duties as an elected member. They may not be used for any party political or election purposes whatsoever.
- (3) Councillors are provided with an e-mail address: ie "cllr.firstname.surname@colchester.gov.uk". This is an official address and may only be used by Councillors as part of their duties as an elected member. It may not be used for any party political purpose or appear on any election material or publicity whatsoever. Councillors may use their Council e-mail address on their Ward newsletters as a means of enabling their constituents to contact them. However, the Council e-mail address should not be used in Ward newsletters during an election nomination period or any that contain election material.
- (4) Councillors may use their Council computer for reasonable private use provided they have paid the annual payment of £50 in accordance with the Members Information System Agreement. In addition the computer may be used for party political purposes. However any e-mail use of the computer for party political purposes must be via a separate e-mail address.

3 Code of Conduct

- (1) Paragraph 5 (b) of the Council's Code of Conduct for Members states:

"A Councillor —
must, when using or authorising the use by others of the resources of the Council,—

 - (i) act in accordance with the Council's requirements; and
 - (ii) ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or conducive to, the discharge of the functions of the Council or of the

office to which the Councillor has been elected or appointed."

4 Members Information System Agreement

- (1) The Council requires that every Councillor who has the benefit of a Council computer must sign the Members Information System Agreement and abide by its provisions.

5 The Council's Requirements

- (1) The Council's requirements regarding the use of its resources by Councillors are contained in this Protocol and the Members Information System Agreement.
- (2) If a Councillor does not act in accordance with the Council's requirements it could amount to a breach of the Council's Code of Conduct for Members.



Agreement for supply of equipment and software for use with the Members' Information System (MIS)

Responsibilities of the Council

1. To provide computer equipment/software to Members to support their roles as elected Members.
2. To insure the computer equipment against the usual perils. However, Members must take reasonable precautions to safeguard the computer equipment.
3. To install a dedicated telephone line for each Member at their home. This will be undertaken by the Council or its agent and liability will be limited to death or personal injury caused directly by the negligence of the Council or its agents.
4. To install non-portable equipment in the home of Members. This will be undertaken by the Council or its agent and liability will be limited to death, personal injury or damage to goods or property caused directly by the negligence of the Council or its agents.
5. To ensure that all computer equipment supplied to Members' will be safe and fit for the purpose, subject to the provisions contained in this agreement.
6. To maintain the computer equipment and software provided, subject to the provisions contained in this agreement.
7. The Council will not be liable for the loss of any Members personal data stored on the computer equipment provided by the Council nor will it guarantee that the computer equipment or service will be available for personal use at any particular time

Responsibilities of Members

1. To use the computer equipment and services provided by the Council for the sole purpose of supporting his/her role as an elected Member and not to permit any other person to use the computer equipment, software or Internet access.
2. To use the dedicated telephone line provided solely to access the Members Information System through the special number provided.
3. To take reasonable care to safeguard the computer equipment and software supplied and to follow any instructions as to its use issued by the Council, its agents or the manufacturer of the computer equipment and to comply with this agreement.
4. To report any damage suffered by the computer equipment to the Council as soon as possible.
5. To comply with the licence conditions of the software installed on the computer equipment and not to copy any software supplied to any other machine without the previous written authorisation of the Head of Resources.
6. To give the Council or its agents reasonable access on reasonable prior written notice to the computer equipment supplied by the Council for the purposes of maintaining, auditing, inspecting/testing, removing, repairing and/or replacing any hardware/software including any cabling or for such other reasonable purpose connected with the use of the computer equipment.

7. Not to do anything to the computer equipment supplied by the Council that would invalidate the Council's insurance policy.
8. Not to modify the computer equipment supplied by the Council or install new hardware, save for using the computer equipment for the purpose set out in this agreement or loading software that has previously been agreed in writing with the Council. In the event that a Member does tamper with the computer equipment in breach of this agreement, then the Member agrees to indemnify the Council against any liability or costs incurred by the Council.
9. Not to use the computer equipment or the dedicated telephone line supplied by the Council for inappropriate purposes or for the promotion of personal interests.
10. To comply with the Council's policy on the use of e-mails and IT Security, a copy of which has been previously supplied.
11. Not to cause the Council to be in breach of any of its legal obligations including but not limited to health and safety, data protection, releasing of confidential information, defamation and/or any breach of any of the Council's licence agreements. In the event that a Member is in breach of this agreement, then the Member agrees to indemnify the Council against any liability or costs incurred by the Council.
12. If a Member wishes to use the computer equipment provided for reasonable private use (including use of e-mail and the world wide web) he/she agrees to pay to the Council an annual fee of £50.00 (to be deducted from the Members allowances).
13. To treat all confidential material or information accessed through the Members Information System as confidential.

Return of the Computer Equipment

In the event of a Member ceasing to be an elected Member of the Council at any time, through defeat at election, resignation or death all computer equipment supplied by the Council must be returned to the Council within two weeks of ceasing to be a Member, unless the Head of Resources directs otherwise. In addition the Council will request the Telephone Company to disconnect the dedicated telephone line to the Members home and will cease payment of the rental, unless the ex-Member notifies the Council, within two weeks of ceasing to be a Member, that they wish to take over the line. All costs of transferring the line, including converting from a business to a residential line, shall be the responsibility of the ex-Member.

Agreement

I agree to the above conditions for the supply of computer equipment and software and will be bound by the conditions set out above.

I will / will not* be using the Members Information System for private use.

Signature _____ Date _____ 2007

Name in Block Capitals _____

* (delete where applicable)