

**HEREFORDSHIRE COUNCIL**  
**INFORMATION AND COMMUNICATION TECHNOLOGIES (ICT)**  
**PROTOCOL FOR MEMBERS**

**1. Purpose**

The purpose of this protocol is to provide a guide to the use of Council ICT equipment by members.

**2. Introduction**

- 2.1 Members are provided with ICT equipment, including Internet technologies and services, to assist in the direct performance of their duty as elected representatives.
- 2.2 The equipment remains the property of the Herefordshire Council and must be returned to the Council if you cease to be a member of the Council.

**3. Personal and Political Use**

- 3.1 All expenses of the Council are met from public funds. Any facility provided by the Council (whether it be telephone/email, stationery, photocopying, despatch or postal facilities) should not be used without Councillors first considering whether the use to which it is to be put is legitimately a Council purpose as opposed to a private or party political purpose. While it is not intended to prevent or hinder in any way members from carrying out their duties, members themselves must take account of the distinction between their official duties as members of the Council and their wider party political role.
- 3.2 Since there is no additional cost to the Council, the Standards Committee on 25 April 2003 determined that reasonable personal use of Council ICT facilities was permissible (this facility is available only to individual members for their personal/private use and not for family members, partners, associates etc.). However, party political activity and campaigning falls outside the scope of official duties and the concession allowing private use and does not qualify for the use of Council facilities. Such personal use must not be habitual or frequent and the cost of materials used (e.g. paper and other consumables is reimbursable to the Council).
- 3.3 Whilst it is recognised that in practice Members may need from time to time to communicate with colleagues on Party Group matters, careful consideration should be given, before using the facilities provided, as to the nature and purpose of the communication. If the purpose is to canvass political support from the public or any institution, then this would be an inappropriate and unacceptable use of the facility. Indeed, any communication to the general public or an outside body should be strictly non-political. For this reason, it is inappropriate for any outside communication using Council facilities to indicate the party allegiance of any members or political group on the Council.
- 3.4 If members are in any doubt as to whether they should use facilities provided by the Council for a particular purpose they should contact the County Secretary and Solicitor for further advice.

#### **4. Use of the Herefordshire e-mail address**

- 4.1 Councillors are provided with an e-mail address: i.e. name@herefordshire.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.

#### **5. Code of Conduct**

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

#### **6. Members' ICT Agreement**

- 6.1 The Council requires that every Councillor who has the benefit of a Council computer must sign the Members' ICT Agreement and abide by its provisions.

#### **7. The Council's Requirements**

- 7.1 The Council's requirements regarding the use of its resources by Councillors are contained in this Protocol and the Members' ICT Agreement.
- 7.2 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 under paragraph 5 (b) and may be referred to the Standards Board for England.

#### **8. Data Protection**

- 8.1 The Data Protection Act 1998 imposed requirements on the way in which information relating to individuals is processed. This legislation includes data held by members in connection with local authority work.
- 8.2 Detailed information on the Act can be found on the Herefordshire Council Intranet site, but to assist members a checklist of the key points is appended to this Code of Practice.
- 8.3 Members should take particular note of the requirement to Register data with the Office of the Information Commissioner.
- 8.4 Members who have particular queries in their responsibilities under the Act should contact the County Secretary and Solicitor.

## 9. Copyright Infringement

- 9.1 Members must not transmit software under copyright from their computer to the Internet, or permit anyone else to access it on their computer via the Internet.
- 9.2 Members must not copy information originated by others and re-post it without permission from, or at least the acknowledgement of, the original source, even if the content is modified to some extent.
- 9.3 Copyright and other rights in all messages posted to the Internet from a Council account, belongs to the Council, and not to users personally.
- 9.4 A Member must not assume that information posted on the Internet actually originates from the person or organisation who appears to have produced it, without some form of authentication. If a Member intends to rely on a digital signature for authentication, he/she must not assume that it actually belongs to the person or organisation it appears to belong to, without checking this by means other than the Internet (e.g. Telephone, post or meeting).
- 9.5 No insurance is available to cover copyright abuse and any infringement could have severe implications for the Council.

## 10. E-mail

- 10.1 E-mails, whether sent or received, to external or internal sources, are material documents. Members should take appropriate action to ensure that, like other forms of written communication, they are placed on an appropriate file or record.

### 10.2 Sending Internet E-mail

- 10.2.1 Members should have regard to the following before sending an e-mail:

- (i) The law makes no distinction between formal letters and external e-mail communications. In other words, an e-mail communication can have the same "legal force" as a formal letter (depending on the circumstances of the case) and be held to commit the Council to a particular view or course of action.
- (ii) Whether a formal letter would be a more suitable form of communication.
- (iii) Unless encrypted, e-mail is not secure and Members are advised not to use it to send confidential documents.

Members' e-mail will not be monitored for use of inappropriate language (as is the case with use of the facility of officers).<sup>1</sup>

### 10.3 Responding to Internet E-mails

- 10.3.1 Incoming e-mail should be dealt with as promptly as promptly other incoming correspondence. If a Member is unavailable for more than one day, consideration should be given as to whether incoming e-mails should be redirected. A suitable message, using the Out of Office Assistant, should also be left on individual Members' machines. Members requiring help with using their Out of Office Assistant should contact Members' Support.

#### 10.4 Members are advised not to use E-mail for:

- (i) Confidential or sensitive information (as it can easily be read by others or misdirected)
- (ii) Time or business-critical communications as delivery in respect of Internet e-mail is not guaranteed.

### 11. **Inspection and Return of Council-owned Equipment**

#### 11.1 Maintenance

11.1.1 Members are required to keep all ICT equipment clean and in good order, replacing any plug fuses and regularly updating anti-virus software.

#### 11.2 Provision of Consumables

11.2.1 Paper, disks, ink cartridges etc are provided by Members' Support

11.2.2 Members will permit a Council Officer or agent acting for the Council to access the premises where Council-owned equipment has been installed (usually their home) if:

- (a) **The Council reasonably believes there is a fault with the equipment that needs rectifying at home.**
- (b) The Council, after consultation with the appropriate Group Leader, reasonably believes that the Member has broken the Code of Practice.
- (c) The equipment is to be returned to the Council once a Member's term of office has come to an end or is about to come to an end.

### 12. **Responsibilities of the Council**

12.1 To provide computer equipment/software to Members to support their roles as elected Members.

12.2 To insure the computer equipment against the usual perils. However, Members must take reasonable precautions to safeguard the computer equipment.

12.3 To install a dedicated telephone line for each Member at their home if requested. 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.

12.4 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.

12.5 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.

12.6 To maintain the computer equipment and software provided, subject to the provisions contained in this agreement.

12.7 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.

### **13. Responsibilities of Members**

13.1 To use the computer equipment and services provided by the Council for the sole purpose of supporting his/her role as a elected Member and not to permit any other person to use the computer equipment, software or Internet access.

13.2 To use the dedicated telephone line, provided solely to access the Council's Information Systems through the special number provided.

13.3 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.

13.4 To report any damage suffered by the computer equipment to the Council as soon as possible.

13.5 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 ICT.

13.6 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.

13.7 Not to do anything to the computer equipment supplied by the Council that would invalidate the Council's insurance policy.

13.8 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 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.

13.9 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.

13.10 To comply with the Council's policy on the use of e-mails and IT Security, a copy of which has been previously supplied.

13.11 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.

13.12 [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). ]

*[Note: This issue of charging for the concession to make reasonable private use is a standard in operation elsewhere.]*

13.13 To treat all confidential material or information accessed through the Members Information System as confidential.

**14. Return of the Computer Equipment**

14.1 In the event of a Member ceasing to be a 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 County Secretary and Solicitor 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.

**15. Agreement**

15.1 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' ICT equipment for private use.

\* (delete where applicable)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name in Block Capitals \_\_\_\_\_