

Appendix 1

Agreement – North Wiltshire District Council Members Member Use of Private IT Equipment for Council Business

*North
Wiltshire
District
Council*

1. Terms and Conditions

- 1.1. This Agreement sets out the terms under which individual members of the District Council ('the Member') will be allowed to use private IT equipment for Council business and be given access to NWDC networks, maintained on behalf of the North Wiltshire District Council ('the Council') by ICT Services
- 1.2. At the 24th July 2001 IT Panel meeting it was agreed that Members, who own equipment meeting a required minimum specification and who can be classed as “expert users”, as defined in § 8, should be allowed to use their own IT equipment for Council business.

2. Object of Agreement

- 2.1. The object of this Agreement is to allow non-perpetual, non-transferable, non-exclusive and royalty-free access to the Council's networks for Council business by Members of North Wiltshire District Council, who fulfil the agreed criteria.
- 2.2. ICT Services will provide those Members fulfilling the criteria to use their own IT equipment with a copy of Lotus Notes and Microsoft Office in a machine-readable form, to be distributed via CD ROM, Floppy Disks or Internet channels along with basic written instructions for installation.
- 2.3. Strictly limited telephone support will be provided by ICT Services during the installation process and afterwards. ICT Services will in no way configure or examine private IT equipment of any Member at any time.
- 2.4. The license for the Lotus Notes and Microsoft Office software will remain the property of North Wiltshire District Council. The Member agrees to use Lotus Notes and Microsoft Office in accordance with the licensing agreement of Lotus Notes and in no other way.

3. Termination

- 3.1. This Agreement shall run until such time as it is superseded by a new or revised agreement unless terminated in accordance with paragraphs 3.2 or 5.3 below.
- 3.2. The Council may terminate this Contract immediately in the event that the Member either neglects or fails to observe any terms of this Agreement. In the event of such termination the Member shall immediately return to ICT Services any software supplied pursuant to this Agreement and disable any access to NWDC networks.

4. Disclaimer of Warranties and Limitations of Remedies

- 4.1. ICT Services Technical Support staff are not formally trained in Windows 98 and cannot guarantee full support of these operating systems.
- 4.2. North Wiltshire District Council does not guarantee that any software supplied to Members by any means whatsoever is error-free.
- 4.3. North Wiltshire District Council does not guarantee against any conflict that may arise between Council software and the Member's own software configuration and thus cannot guarantee that any software installation will be successful.
- 4.4. ICT Services does not guarantee that the functions contained within Lotus Notes will fit the Member's requirements.
- 4.5. The Council does not accept liability for any loss or damage arising from the use of software supplied to Members pursuant to this Agreement or from access to any of the Council's networks.

5. Right of Use

- 5.1. The Member agrees to return to ICT Services, within 14 days of delivery, any software supplied to the Member under this Agreement.
- 5.2. The Member may not sublease, sublicense or in any form transfer his rights of use to a third party. The Lotus Notes and Microsoft Office software will be installed on only one PC and if this PC should be replaced, then the Member will delete the software from the old PC prior to installing the software on the new PC. ICT Services will be notified of any changes to hardware prior to installation. The duplication, reproduction or translation of the supplied program material into a machine language or printed form is not allowed.
- 5.3. When the Member leaves the Council, the Lotus Notes and Microsoft Office software will be deleted from the PC by the Member and the access to the NWDC network will be disabled. The Member is required to give written notification to the Council of the deletion of the software within 14 calendar days of leaving the Council at which time this Agreement shall terminate.
- 5.4. Members using their own Microsoft Office licenses must communicate and format all communications in the Council standard.
- 5.5. When accessing the NWDC networks and in using their own computers on Council business, the Member will at all times comply with the Data Protection Principles set out in the Data Protection Act 1998, in particular those relating to security of personal data.
- 5.6. Members should be aware that any attempt to gain unauthorised access to an ICT system, commonly known as "hacking", is an offence under the Computer Misuse Act 1990. It would be the duty of ICT Services, upon detecting such abuse, to report the matter to the Chief Executive.

6. Equipment Specifications

6.1. The equipment specifications have been split into two groupings: the minimum required PC specification and the recommended PC specification. The required minimum PC specification matches the Council's current requirements, while the recommended PC specification gives forethought to future developments within the Council system. These requirements are listed below.

<p><u>Required Minimum PC Specification:</u></p> <p>Windows XP Pentium 4 2.0 512 mb RAM 20 Gb HDD DVD Drive Ethernet card 14" Colour Monitor printer</p> <p><u>Software:</u></p> <p>Microsoft Internet Explorer 6 or above Norton's Anti-Virus Software and all up-to-date definitions Adobe Acrobat 7 or above</p>	<p><u>Recommended PC Specification:</u></p> <p>Windows XP professional Pentium 4 3.0 1024 mb RAM 60 Gb HDD DVD Writer 17" Colour Monitor Ethernet Card HP Colour Inkjet printer or other printer</p> <p><u>Software:</u></p> <p>Microsoft Internet Explorer 7 or above Norton's Anti-Virus Software and all up-to-date definitions Adobe Acrobat 8 or above</p>
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6.2. ICT Services reserve the right to change the minimum and recommended specifications according to need. ICT Services undertake to inform Members of any changes as they occur.

7. Access to NWDC Systems

7.1. Access to NWDC systems will be provided through the use of Lotus Notes in accordance with this agreement.

8. Definition of an Expert User

8.1. In addition to the IT equipment specification, an expert user specification has been agreed. Members seeking to use their own equipment will be required to demonstrate the following abilities without (or with minimal) assistance:

- attach cables and devices to their computer.
- know the basic pieces of computer equipment and what they do.
- organise their documents into folders as well as deleting, copying, moving documents on the computer.

- send and receive e-mail messages with attachments and maintain the in and sent boxes by either deleting, creating folders or moving the documents to the folders or archiving the documents.
- back up files to floppy disk.
- copy a file from a floppy disk or CD-ROM to a folder on the computer.
- replicate databases and work disconnected from the network.
- follow written instructions to set up connection documents or adjust configuration settings.
- open, close, minimise and maximise a program or file.
- use icons and SmartIcons to perform tasks.
- search and find requested information in various Lotus Notes databases.
- print documents and manage printing on the computer.
- update the anti-virus software via the Internet.
- adjust the monitor settings on the computer.
- perform basic fault-finding according to instructions from ICT.
- install and configure Lotus Notes software.

By signing this Agreement the Member confirms that he/she is an expert user as defined above and agrees to abide by the terms of this Agreement.

Signature of Member

Date

Signature of ICT Services Representative

Date

Version of Lotus Notes given to Member: _____

Date CD to be returned to ICT by: _____