

Local Protocol – Members’ IT

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1. Introduction

- 1.1 Torbay Council recognises that Members' access to email and internet facilities and access to internal Torbay Council Information Systems from their own home is an essential tool in effectively performing their role and executing their duties as elected representatives.
- 1.2 Torbay Council will offer to provide all Members with iPads, software, support and other iPad associated equipment to facilitate the performance of their duties as elected representatives.
- 1.3 In the case of iPads, software and other equipment provided by the Council, the Council will also provide the necessary training and support that individual Members may require to enable them to use the equipment and services provided. The minimum training requirement for a Member is to complete IT Induction/Data Protection and Information Security training.
- 1.4 All equipment provided by the Council is subject to this protocol. Members are required to sign a copy of the iPad agreement before receiving the equipment.

2. Equipment and registration of equipment – to be updated with Members' IT 2019 provision

- 2.1 Each Member will be provided with an iPad Air 2, keyboard and protective cover which they will have the option to 'lease to buy' over a four year period. If a Member chooses to lease to buy deductions will be made from their monthly Members' allowance spread over their term of office.
- 2.3 In order for the iPad to be activated, each Member will be required to set up an Apple account which is different to any other Apple accounts they have. This will avoid app's etc being downloaded onto the Council managed iPad which are from other personal devices etc.
- 2.4 Members will be encouraged to use the iPad for meetings and will only be supplied hard copies of agendas for the Council meeting, or any other meeting they specifically request. The iPads will be configured so a Member is unable to send a document/email to a printer therefore Members will no longer be supplied with printers, print cartridges or reams of paper for use at home.
- 2.5 As Members will be able to access their emails on their iPad's, iPhones will not be automatically provided to Members. If requested, an iPhone can be issued, which line rental and any call costs will be deducted from their monthly allowance. If the Council does not have iPhones available, the Member will be required to pay for a new handset with an upfront payment for the full amount (this will be deducted from their allowance).
- 2.6 All Members will have access to PC's, printer and a photocopier at the Town Hall, Torquay.

- 2.7 No other IT equipment will be issued to Members, unless it's to meet disability needs.

3 Training and technical support

- 3.1 All Members will be required to attend IT training during their induction with ongoing training being available upon request. Support from the Governance Support Team will be available for less technical questions and support from the IT Service desk will also be available during normal working hours.
- 3.2 During their term of office, the Council will assist Members with any software updates etc issued by Apple.
- 3.3 IT Services will configure the iPad with apps and links to Council systems, such as Mod.gov, Numbers, Keynote, Pages, Intranet, File Access, Facebook, Twitter. IT Services will also assist Members in setting up any personal email accounts onto the iPad e.g. Gmail, Yahoo, Hotmail etc.

4. Security of the iPad and Provided Equipment

- 4.1 The Member accepts responsibility for the safe-keeping of the iPad and any other associated equipment.
- 4.2 The iPad and any other related equipment will be covered by the Council's insurance policy for the whole of the Members term of office. Where a Member has opted to lease to buy the equipment, it will be covered for the four year lease to buy period, after which time it becomes the Member's personal property and would not be covered by the Council's insurance policy. "Good Practice" guidelines should be followed. These can be found in the Council's "Information Security Policies". Members must take reasonable precautions to keep the iPad and any other related equipment secure from theft or criminal damage. A variable excess may be payable in respect of an insurance claim where there has been a failure to take reasonable security precautions and the Council may look to the Member responsible to meet or contribute to such a cost arising from any failure to comply with this paragraph. Claims are likely to be declined by the insurer if there has been a blatant breach of security whilst equipment is in transit (e.g. equipment ~~left~~kept in full view or left in an unlocked or unattended vehicle). iPads will not be permitted to be taken out of the country unless in exceptional circumstances which are agreed with by the Head of Governance Support.
- 4.3 "Cyber Risk" is not covered by the Council's insurance policy. This is where there is a wilful breach in the security of the computer or otherwise where it is hacked or attacked, usually by a third party.
- 4.4 Access to Torbay Council's Information Systems is subject to password security. The Member shall ensure that no-one other than the Member is given access to those Torbay Council Information Systems and shall not reveal any such password

to any other person.

- 4.5 Failure to act in accordance with this Members IT Protocol “when, using or authorising the use by others, of Council provided equipment”, may be considered a breach of the Members Code of Conduct.
- 4.6 The Member are their own data controller and could be liable for any breaches, any loss or breach of personal data/equipment must be reported immediately to infocompliance@torbay.gov.uk in order to comply with Data Protection requirements.

5. Use for Council Business

- 5.1 The iPad and related equipment is provided to the Member specifically to facilitate the discharge of the Member's function as a Member. The Member must therefore not use the iPad and related equipment in any manner which will interfere with its use for that purpose.
- 5.2 The use of the iPad and provided equipment is subject to the Council's policies and guidelines relating to the use of IT equipment prevailing at the time.
- 5.3 Accordingly, the Member must not:
- (a) deliberately misuse the iPad in such a manner as to cause it to cease to function; or
 - (b) install or add any equipment or software without the written prior consent of the Council's Executive Head of Customer Services (CIO) .
- 5.4 The Member must:
- (a) report any faults promptly to the IT Service Desk; and
 - (b) provide access to Council officers to service, maintain and repair the iPad and any other related equipment.
- 5.5 The Council provides the iPad and any related equipment and materials required for the Member's functions as a Member. Accordingly, the Council may decline to provide further equipment or material beyond what is reasonable for Council-related use.
- 5.6 Members should be aware that the personal use of any equipment provided may attract a tax liability.

6. Use of Council Provided Equipment for Personal Purposes

- 6.1 The Member is permitted to use the iPad for reasonable personal purposes in line

with the existing Council's Information Security Policies which may be found on the Council Intranet. The Member may also permit reasonable personal use of the computer by Members of his/her immediate family (spouse/partner and children (including step children and adopted children)). Should this Protocol be breached as result of such use, the Member may be in breach of the Members Code of Conduct. Where personal emails are sent using the Council's email address, the email should make it clear to the intended recipient that the message is sent by the user in their personal capacity and not in their capacity as a representative of the Council. All such emails are subject to the Council's email monitoring systems.

- 6.2 The Member shall not use the iPad or permit its use by others for commercial purposes. It should not be used for activities that are unlawful or which might give rise to a suggestion of impropriety.
- 6.3 The Council is prohibited from publishing material of a party political nature. The Member shall not use the iPad for the preparation of any material of such nature. See further details in Appendix 1. The Member may use the iPad to send emails of political nature to Members of his/own political group/party, but the iPad shall not be used to send any other emails of a political nature and Council provided paper shall not be used for printing of political material.
- 6.4 The Council has obtained the necessary software licenses for the use of the iPad by the Member in an elected capacity. Reasonable personal use of the supplied software by the Member is permitted. Use for business or a political purpose is not permitted. The Executive Head of Customer Services (CIO) will issue guidance as to the interpretation of "reasonable use" from time to time.
- 6.5 The Council accepts no responsibility for any such personal use of the iPad or any loss, costs or liability which the Member or any other person may suffer as a result of the use of the iPad.
- 6.6 The iPad will be configured to disallow the installation of software by anyone other than authorised Council staff. Circumventing, or attempting to circumvent, this lock-down to install third-party or personal software is prohibited. The intentional downloading of software from the internet is prohibited.
- 6.7 The Member will be able to download work related apps onto the device. This is to protect the data available on the device and systems will be put in place on the iPad in the event an inappropriate app is downloaded. Should a Member require an unauthorised app, an application must be made to the Executive Head of Customer Services.
- 6.8 To protect the data available on the iPad, Members will not be permitted to utilise the iCloud facility.
- 6.9 When using the iPad particular attention should be paid to the Council's Health and Safety policies. The Member should be familiar especially with the requirements

pertaining to Display Screen Equipment. Note that these apply equally to desktop computers.

7. Inspection and Audit

- 7.1 The Council reserves the right to inspect the iPad at any time. The Member is required to give Council officers access at any reasonable time for such inspection and audit, which may be undertaken remotely and without notice to the Member. Members are advised that the iPad includes a history file which records its use.
- 7.2 As this equipment is supplied and up until the point of full payment having been made, owned by Torbay Council, a public body, data held on the computer may be subject to access under both the Data Protection Act 1998 and the Freedom of Information Act 2000. It may also be subject to audit by third parties for unlicensed or illegal copies of installed software (Copyright, Designs & Patents Act 1988).
- 7.3 The Council is permitted, and may, monitor the use of IT equipment and services in particular circumstances. These circumstances are governed by prevailing legislation, but may include use of IT equipment by Members.
- 7.4 Any material breach discovered as a result of any monitoring, inspection or audit will be reported to the Monitoring Officer who has the authority to decide if the Member will be permitted to continue to be provided with these facilities. Breaches of this protocol may also constitute a breach of the Members' Code of Conduct and, as such, will be reported to the Monitoring Officer.
- 7.5 If, as part of any monitoring, inspection or audit, the Council becomes aware of any lawful reason to inform the Police or other enforcement authorities it will do so.

8. Costs

- 8.1 In addition to the costs set out in 2.1 there will be a data tariff per month and will be met by the Council. If any Member exceeds this, all additional costs will be their responsibility and will be deducted from their monthly allowance. – to be updated with Members' IT 2019 provision
- 8.3 The Member will be responsible for any payments which are charged to their Apple account for the purchase of apps etc. The Member can either find the initial cost with a debit/credit card, or it could be deducted from their allowance at source.
- 8.4 The cost of the installation of broadband at a Member's home will have to be met by the Member.
- 8.5 The Council will meet the cost of providing electrical charging facilities at the Town Hall and provide extension leads for electrical charging of iPads at other venues

where Council meetings are being held.

- 8.6 Each Member is responsible for his/her own electricity bill.
- 8.7 During the first year the Council will meet any costs incurred by the Council in replacing, repairing or correcting any part of the supplied equipment unless the damage was as a result of deliberate or reckless misuse by the Member who will be required to repay the cost of repairs to the Council on demand.

9. Return and Recovery of the iPad

- 9.1 The iPad and all supplied ancillary equipment, including software, remains a Council managed device until the end of the Member's term of office, even if the Member has chosen to pay for the device.
- 9.2 The Council reserves the right to require the Member to return the iPad at any time and the right to recover the iPad whilst a serving Member.
- 9.3 At the end of their four year term of office all loaned devices must be returned to the Council prior to the election. If a Member enters into a payment plan, subject to the terms of the plan having been met, at the end of their four year term of office, and in the event of not being re-elected/not standing, IT will configure the iPad so the Member cannot access the Council's network. IT will also unlock any previous restrictions imposed on the device to allow the Member to download App's etc in order for the iPad to be used as their personal device. At the end of the four year term Members will have the option to lease to buy a new iPad from the Council or loan one from the Council.
- 9.4 If a Member resigns during their term of office all council managed devices and accessories must be returned within a timescale agreed with the Head of Governance Support. If a Member enters a payment agreement then the remaining balance of the plan must be paid in full within four weeks before the restrictions imposed by the Council's IT department will be relaxed.
- 9.5 If the Member no longer wishes to use the iPad or any of the supplied equipment or if the Monitoring Officer determines that the Member should not be permitted to continue using the supplied equipment, the Member must promptly make all the Council supplied equipment, including any cables, software and consumables available for collection during normal business hours. Any costs incurred in respect of the use of the iPad and/or equipment and/or services will become payable as a debt immediately by the Member and maybe deducted by the Council against any outstanding payments due to the Member by way of Members' Allowances or otherwise.

10. Confidentiality

- 10.1 The Member will be able to access confidential and/or exempt Council information using the equipment provided. The Member is responsible for ensuring the

continued security of any such information which they receive. The Member is reminded of their obligations under the Council's Code of Conduct for Members not to disclose such information to any third party. This includes the forwarding of any information by way of email or any other method.

10.2 Some of the data will be personal data relating to individuals. The unauthorised processing or disclosure of such data is prohibited under the Data Protection Act 1998 and its associated statutory instruments and the Member is responsible for ensuring that there is no such unauthorised disclosure from the iPad or from the Council's Information Management systems.

10.3 Some of the data available on the iPad may be subject to request under the Freedom of Information Act 2000, the Data Protection Act 1998 or Environmental Information Regulations 1992 (amended 1998). As such the Member must make available any such data in response to a request received by the Council.

11. Restrictions upon use

11.1 The Member shall not use the iPad (or knowingly permit its use by others) for any purposes that might reasonably be thought by an ordinary member of the public to bring the Member or his/her office or the Council into disrepute.

11.2 The Member shall only use the equipment provided in line with the existing Council policies for IT equipment and service usage. This especially includes the Information Security Policy.

11.3 Legislation applies to the use and operation of the computer and associated equipment. Members need to be aware that this includes the following statutes and that they should therefore exercise all due care to avoid infringing them:

- (a) Data Protection Act 1998;
- (b) Freedom of Information Act 2000;
- (c) Computer Misuse Act 1990;
- (d) Copyright, Designs & Patents Act 1988;
- (e) Human Rights Act 1998;
- (f) Regulation of Investigatory Powers Act 2000;
- (g) Malicious Communications Act 1988;
- (h) Anti-Terrorism, Crime & Security Act 2001; and

- (i) Obscene Publications Acts 1959, 1966.
 - (j) Code of Connection (also known as CoCo compliance)
- 11.4 The Council reserves the right to restrict the use of the iPad and associated equipment if it has reason to believe that the use of the iPad is likely to offend against any legislative requirement.
- 11.5 The Council reserves the right to restrict the use of the iPad and associated equipment if it has reason to believe that the use of the iPad is likely to offend any provision in this Local Protocol.
- 11.6 In particular the Council reserves the right to:
- (a) remove or disable any software or equipment; and
 - (b) remove any information stored on the device.
- 11.7 Special rules apply to the use of Council resources in relation to publicity. These are set out in Appendix 1.
- 11.8 No auto forwarding of emails is allowed outside of the Torbay Council Network. [Whilst Members take personal responsibility for data as Data Controllers, personal emails should not be used for handling personal or sensitive data and must not be used for communicating with constituents, officers or outside organisations.](#)

12. Breaches of this Protocol

- 12.1 Breaches of this protocol may also constitute a breach of the Members' Code of Conduct and, as such, be referable to the Monitoring Officer.

Appendix 1

Special rules apply to the use of Council resources in relation to 'publicity' which is defined as 'any communication in whatever form addressed to the public at large or to a section of the public'. This will include press releases and letters to the media (unless clearly marked "not for publication") but does not cover letters or emails to individuals, unless this is on a scale which could constitute 'a section of the public'.

The local authority is prohibited from publishing political material by virtue of section 2 of the Local Government Act 1986. The Act states that:

"Section 2

1. A local authority shall not publish any material which, in whole or in part, appears to be designed to affect public support for a political party.
2. In determining whether material falls within the prohibition regard shall be had to the content and style of the material, the time and other circumstances of publication and the likely effect on those to whom it is directed and, in particular, to the following matters:
 - a. whether the material refers to a political party or to persons identified with a political party or promotes or opposes a point of view on a question of political controversy which is identifiable as the view of one political party and not of another.
 - b. where the material is part of a campaign, the effect which the campaign appears to be designed to achieve.
3. A local authority shall not give financial or other assistance to a person for the publication of material which the authority are prohibited by this section from publishing themselves."

Although Section 2 applies to all publicity produced by the local authority it is obviously particularly important to be sensitive to the provisions of the Act at election time. Further guidance on the subject of publicity is contained in the Code of Recommended Practice on Local Government Publicity which is attached to the Code of Conduct for Members in this Constitution.