

Dated: November 30th 2005

The County Durham e-Government Partnership Joint Committee

Agreement

*Director of Corporate & Legal Services
County Hall
Durham*

CDeGP Constitution V2

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AN AGREEMENT made the day of the twenty seventh of November Two thousand and three **BETWEEN CHESTER-LE-STREET DISTRICT COUNCIL** whose office is at Civic Centre Newcastle Road Chester-le-Street County Durham DH3 3UT **THE CITY OF DURHAM COUNCIL** whose office is at 4 Saddler Street Durham DH1 3NZ **DERWENTSIDE DISTRICT COUNCIL** whose office is at Civic Centre Medomsley Road Consett County Durham DH8 5JA **DURHAM COUNTY COUNCIL** of County Hall Durham DH1 5UL **DISTRICT OF EASINGTON COUNCIL** whose office is at Seaside Lane Easington Peterlee County Durham SR8 3TN **SEDFIELD BOROUGH COUNCIL** whose office is at Green Lane Spennymoor County Durham DL16 6JQ **TEESDALE DISTRICT COUNCIL** whose office is at Teesdale House Galgate Barnard Castle DL12 8EL and **WEAR VALLEY DISTRICT COUNCIL** whose office is at Civic Centre Crook County Durham DL15 9ES

WHEREAS

- (1) The Authorities wish to establish a Joint Committee of the Authorities with the aims powers functions objectives and duties hereinafter referred to
- (2) The Authorities have agreed to enter into this Agreement to give effect to those wishes

1. INTERPRETATION

- 1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column

Interpretation Table	
Asset	Assets held by the Authorities on behalf of the Joint Committee as set out in the Asset Register
Asset Register	List of all Assets as set out in appendix 5
Budget	The Budget and the Programme Budget in any year
Commencement date	November 27 th 2003
Contract Standing Orders	The Contract Standing Orders of the Joint Committee set out in Appendix 9 to this Agreement
Programme Office Budget	The Budget (including Overheads) relating to expenditure on Core Services and Non-Core Services

Core Services	The professional management of the Services to be undertaken by or on behalf of the Joint Committee
e-Government Vision	Working together and across all boundaries to deliver quality joined up customer focused services regardless of personal means locality and circumstances by establishing a common technology infrastructure, developing an opening of access channels, maximising the takeup of electronic transactions exploiting integrated business systems and procedures and promoting cultural change and organizational development
Financial Regulations	The financial regulations of the joint committee set out in Appendix 8 to this Agreement
Functions	The functions of the Joint Committee as set out in paragraph 3.3
IEG	The Government's "Implementing Electronic Government" Initiative
Joint Committee	The County Durham e-Government Partnership Joint Committee
Non-Core Services	Those services provided by seconded members of the Programme Office or directly by an Authority together with any administrative financial training supplies publications consumable and other resources and services provided by that authority
Objectives	The objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement
Programme Board	The Durham e-Government Joint Programme Board

Overheads	The employee costs (including on costs) of the members of the Programme Office; the costs of administration insurance training supplies publications consumables and re-charges; and the costs (direct and indirect) associated with the management operation and administration of the Joint Committee and the Programme Board
Programme Budget	The budget in any year which is intended for the projects to be carried out by the Joint Committee directly or on behalf of one or more Authorities or Supporters during the year as part of its programme
Programme Office	The team of officers responsible to the Programme Board for the delivery of the Services
Services	The work and activities of the Joint Committee in developing and delivering facilities which will enable the Authorities directly or indirectly to promote the e-Government Vision and the Objectives
Standing Orders	The standing orders of the Joint Committee as set out in Appendix 2 to this Agreement
Supporter	An organisation body or person with whom links are implemented in accordance with Section 18 of this Agreement
Work Programme	The programme of work approved by the Joint Committee to be carried out in the year to which the budget relates

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa and references to the masculine gender shall be taken as meaning both masculine and feminine genders
- 1.3 References to sections are to the sections 1 - 20 of this Agreement and references to paragraphs are to paragraphs within those sections
- 1.4 References to “year” and “years” are to the financial year or years of the Authorities commencing on 1 April in any year and finishing on 31 March in

the following year. The last year shall however end on the date upon which this Agreement terminates

- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of Section 11

2. THE JOINT COMMITTEE

- 2.1 The Authorities, in exercise of their powers under Sections 101 and 102 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 and all other powers enabling them in that behalf, hereby establish and agree fully to participate in the Durham County e-Government Partnership Joint Committee to promote the e-Government Vision and commit themselves to promoting that vision, to achieving the Objectives through the Functions set out herein and, subject to Section 10, to the provision collectively and individually to the Joint Committee of sufficient resources to realise those ambitions

- 2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders at appendix 2

- 2.3 The Joint Committee shall comprise the following membership:

- 2.3.1 Each Authority will appoint one member

- 2.3.2 Each Authority may nominate to the Secretary to the Joint Committee a named substitute for the Councillor appointed under paragraph 2.3.1

- Each such substitute must be a member and may vote when attending meetings of the Joint Committee as such substitute. Such substitute may also attend meetings of the Joint Committee as observer in a non-voting capacity

- 2.3.3 Clause 2.3.1 shall only apply where the Joint Committee comprises five or more Authorities

- 2.3.4 If the Joint Committee comprises four or less Authorities then the Joint Committee shall hold a meeting to determine how the membership of the Joint Committee shall be comprised

- 2.4 The Joint Committee shall from time to time approve the Joint Committee's Financial Regulations and Contract Standing Orders applicable to the discharge of the Objectives and Functions but pending adoption by the Joint Committee of such Financial Regulations and contract standing orders the financial regulations and Contract Standing Orders of the Lead Authority shall apply

3. OBJECTIVES AND FUNCTIONS OF THE JOINT COMMITTEE

- 3.1 The Authorities hereby constitute the Joint Committee for the purpose of promoting the e-Government Vision for the users of the services for which the

Authorities are responsible and, subject to the Budget approved in accordance with Section 8, the attainment and realisation of the Objectives on behalf of the Authorities and the Supporters and to this end to provide the Core Services for all Authorities and to make available additional services where there is agreement to do so between the one or more Authorities concerned and the Joint Committee

3.2 The Objectives of the Joint Committee are to promote and pursue the e-Government Vision so that by working together the Joint Committee achieve for the benefit of the users of the services for which the Authorities are responsible

3.2.1 accessible services in locations, at times and in ways that ensure social inclusivity

3.2.2 customer choice: giving customers the freedom to access services through their choice of medium

3.2.3 joined up: seamless access to locally delivered services

3.2.4 consistent reliable and efficient access to services whatever channel used

3.2.5 the raising of customer expectation through the promotion of e-Government

3.2.6 the best use of technology

3.2.7 citizen participation in e-democracy

3.2.8 value for money and sustainability

3.3 The Functions of the Joint Committee in relation to the Objectives are

3.3.1 to adopt the e-Government Vision, to keep it under review and to amend it as necessary

3.3.2 to determine after consultation with the Authorities the Budget and the Work Programme of the Joint Committee;

3.3.3 to determine the standards of the discharge of the Objectives and the Functions in accordance with any appropriate external standards from time to time for e-Government

3.3.4 to consider actions, make recommendations to the Authorities and others and to determine policy relating to the effective pursuit of the e-Government Vision and the attainment of the Objectives

3.3.5 to carry out undertake procure or implement in accordance with the provisions of this Agreement and within the Budget available for the purpose such projects or schemes or proposals as the Committee shall

determine as being appropriate or relevant to the effective pursuit of the e-Government Vision and the attainment of the Objectives

- 3.3.6 to monitor performance by means of a quarterly report sent to the Authorities for scrutiny
 - 3.3.7 to review regularly and to scrutinise regularly the decisions and actions taken by the Programme Board
 - 3.3.8 to undertake such public and other consultation as the Joint Committee shall consider necessary or desirable about the Joint Committee's priorities, the provision of services by electronic means and to collate and share with Authorities and others the results of such consultation in determining the Work Programme
 - 3.3.9 to undertake any relevant and related activities which the Joint Committee deem to be of benefit to the pursuit of the e-Government Vision
- 3.4 Subject to paragraph 3.5 below the Joint Committee will have delegated powers from the Authorities and in accordance with paragraph 3.3.4 above to implement the Budget and the Work Programme for that year previously approved by the Joint Committee subject to the financial and resources implications of those decisions being contained within the Budget of the Joint Committee for the then current financial year or within the financial commitments approved by the Authorities
- 3.5 The Joint Committee shall refer to the Authorities any matter which falls outside the Joint Committee's delegated powers or where the Joint Committee consider that the matter is one which for any reason should properly be decided upon by the Authorities and not by the Joint Committee
- 3.6 The Joint Committee shall not have power to borrow
- 3.7 Subject to paragraphs 3.4 and 3.5 above the Authorities also empower the Joint Committee to arrange for the discharge of the Functions by the Programme Board as herein set out and Subsection 2 of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions as it applies in relation to the functions of the Authorities
- 3.8 The Joint Committee shall appoint the Secretary to the Joint Committee and the Treasurer to the Joint Committee. The Secretary and the Treasurer shall have respectively the functions powers and duties set out herein and as set out in Appendix 3
- 3.9 The Joint Committee shall not employ any employees.

4. PROGRAMME BOARD

- 4.1 The Authorities will establish the Programme Board which, subject to paragraph 4.2 below, shall comprise one nominated officer representative of each Authority
- 4.2 The officer of each Authority nominated to serve on the Programme Board shall be a senior officer of that authority having responsibility at officer level for, or close senior level involvement in, e-Government
- 4.3 Each officer nominated under paragraph 4.1 shall be entitled to attend meetings of the Joint Committee but not to vote thereat
- 4.4 Each officer nominated under paragraph 4.1 shall have the delegated authority to act on behalf of their parent Authority and be entitled to attend meetings of the Programme Board and to vote thereat according to the mandate in appendix 4
- 4.5 The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees shall be able to attend meetings of the Joint Committee and the Programme Board in an advisory capacity
- 4.6 If the officer nominated under paragraph 4.1 is unable to attend a meeting of the Joint Committee or the Programme Board, the Authority which nominated him may nominate a substitute of comparable seniority to attend that meeting who shall have the like rights to vote as the officer for whom he is substitute. The nomination of such officer shall be made to the Secretary to the Joint Committee
- 4.7 The officer nominated under paragraph 4.1 may be accompanied by up to two other officer advisers at meetings of the Programme Board but such advisers shall have no power to vote
- 4.8 The Programme Board will report to and be accountable to the Joint Committee
- 4.9 The functions of the Programme Board will be
 - 4.9.1 to recommend the strategic direction of the e-Government Vision to promote the Objectives of the Joint Committee and to develop policies for those purposes to make recommendations
 - 4.9.2 to consider the recommendations proposed by the Programme Office and to make recommendations to the Joint Committee where the Programme Office's proposals are outside the powers delegated to the Programme Board
 - 4.9.3 to make recommendations to the Joint Committee about the programme of work and projects to be undertaken by the Joint Committee in the year in question
 - 4.9.4 to make recommendations to the Joint Committee about the Joint Committee's Budget, proposals for joint commissioning, joint ventures

and the establishment of partnership agreements and service level agreements

4.9.5 to support in all practicable respects the promotion of the e-Government vision and the attainment of the Objectives

4.9.6 to carry out implement and deliver the policies and decisions of the Joint Committee

4.9.7 to scrutinise the recommendations and decisions made by the chief executives of the Authorities under their advisory and delegated decision making powers pursuant to this Agreement

4.10 The Programme Board will have the following delegated powers from the Joint Committee to implement the decisions of the Joint Committee where acting under the powers delegated to the Joint Committee subject in all cases to

(i) any decisions involving expenditure being within the financial allocation for the purpose approved by the Joint Committee

(ii) any decisions involving controversial or contentious matters being first referred to the Joint Committee (who may themselves decide the matter)

(iii) reference to the Joint Committee of any proposals for significant change in the programme of work for the year which has previously been approved by the Joint Committee for that year

4.11 The Programme Board shall comply with the Joint Committee's Standing Orders and Financial Regulations

5. PROGRAMME OFFICE

5.1 The Programme Board will be supported by a Programme Office which will be based at the offices of the Lead Authority where practical to do so

5.2 The Programme Office will comprise

5.2.1 a core team comprising full and part-time secondees from one or more Authorities as the Joint Committee may approve after consultation with the Programme Board, all the direct and indirect costs and overheads of whom will be met from within the Core Budget, together with

5.2.2 such secondees from one or more Authorities or Supporters as the Programme Board may approve, the direct and indirect costs of whom will be met from within the resources of the seconding Authority or Supporter

- 5.3 The Programme Office will be led by a person seconded under paragraph 5.2.1 as programme manager (“Programme Manager”)
- 5.4 The Programme Office will be responsible to the Programme Board and to the Joint Committee and will
- 5.4.1 co-ordinate the day to day activities of the Joint Committee in promoting and attaining the e-Government Vision and the Objectives
 - 5.4.2 liaise between the Programme Board, the Joint Committee, the Authorities, the Government, Supporters and other agencies and persons
 - 5.4.3 monitor progress and expenditure on individual projects and prepare draft plans policies and strategies as necessary for consideration, and may make recommendations thereon
 - 5.4.4 appraise individual projects for funding including the assessment of the sufficiency and adequacy of the financial and management controls in place for each such project
 - 5.4.5 monitor progress and expenditure on individual projects and evaluate and report at least quarterly to the Programme Board and Joint Committee on the outcomes and effectiveness of such projects
 - 5.4.6 maintain an accurate record of the assets held by the authorities on behalf of the Joint Committee in the Asset Register
- 5.5 The members of the Programme Office seconded under paragraph 5.2.1 or paragraph 5.2.2 shall continue to be employees of the Authority by whom they are seconded and accordingly their terms and conditions of service shall be those of their employing Authority. Such secondments shall be for such term as the employing Authority and the Joint Committee may agree
- 5.6 The members of the Programme Office seconded under paragraph 5.2.2 shall be assigned to the Programme Office to support and deliver the Programme Office’s objectives set out in paragraph 5.4.
- 5.7 All members of the Programme Office shall comply with the Joint Committee’s Standing Orders and Financial Regulations
- 5.8 The Programme Manager shall have the following delegated powers –
- (a) To implement the decisions of the Programme Board where acting under the powers delegated to the Programme Board
 - (b) To take decisions on the day to day activities of the Programme Office within the Programme Office’s terms of reference set out in paragraph 5.4

- (c) To manage the Programme Office in the delivery and performance of the terms of reference in paragraph 5.4

5.9 Other support services for the Joint Committee shall include the provision of financial, legal and administrative services and such support services to the Joint Committee (to the extent that they are not provided by the Programme Board or secondees) shall be through arrangements made by the Lead Authority. The cost of the provision of these services shall be allowed for in the Programme Office Budget.

6. DELIVERY ARRANGEMENTS

6.1 The delivery structure roles and responsibilities detailed at Appendix 1 are indicative of the delivery arrangements the Authorities wish to implement but do not prevail over the specific provisions and/or delegations set out in this Agreement

7. CONTRACTS

7.1 Every contract for the execution of work for or the supply of goods or services to the Joint Committee and the procedures relating thereto shall comply in all respects with the Financial Regulations and Contract Standing Orders unless in any particular case the Joint Committee decide that the contract standing orders or financial regulations of another Authority shall apply

8. FINANCIAL

8.1 Subject to the provisions of this Section 8, all expenditure incurred by the Joint Committee each year in promoting the e-Government Vision and attaining the Objectives and discharging the Functions will, having regard to the nature of the expenditure in question, be met from and contained within the Programme Office Budget or the Programme Budget or within financial commitments approved by the Authorities

8.2 The Programme Office Budget will be funded from the Annual contribution of each Authority

8.3 Annual Contribution

8.3.1 The Programme Office Budget shall be funded from the Annual Contribution as detailed in Clause 8.3.4 to meet the cost of the provision of the Core Services and the Non-Core Services and the Overheads and the amount required to be expended pursuant to paragraph 8.3.7 together with such reasonable contingency or other revenue provision as the Joint Committee may consider appropriate provided that unless the Authorities otherwise consent, such amount shall not exceed the total of the amounts specified under clause 8.3.4 as adjusted pursuant to clause 8.3.5.

- 8.3.2 The Programme Office Budget (net of any contribution thereto received from a Supporter under section 18) shall be shared among the Authorities which product shall be the “Annual Contribution”.
- 8.3.3 The Joint Committee shall (save in exceptional circumstances) consider the proposed Programme Office Budget and notify each Authority of the required Annual Contribution for the following year before 30 November in the year preceding that in which it is due.
- 8.3.4 The Annual Contribution for each Authority will be agreed annually by the Joint Committee and declared in the minutes of the Joint Committee.
- 8.3.5 Throughout the duration of this Agreement each Authority will, maintain its Annual Contribution at the level referred to in clause 8.3.4 unless the contribution has been increased by agreement of the Joint Committee.
- 8.3.6 Each Authority which seconds a member of its staff to the team component of the Programme Office under paragraph 5.2.1 above shall be paid by and receive from the Joint Committee that proportion of the Programme Office Budget attributable to that secondee/those secondees together with a fair proportion of the Overheads attributable to that secondment/those secondments. Such payment shall be made by the Joint Committee in four equal quarterly instalments payable in arrears
- 8.3.7 Where an Authority undertakes during a year the provision of Non-Core Services in support of the Joint Committee, the Programme Board, or the Programme Office the Authority shall invoice the Joint Committee on a quarterly basis for the reasonable costs incurred by the Authority during that quarter for the provision of the Non-Core Services. The estimated amount of such payment shall be budgeted for in the Programme Office Budget of the Joint Committee for the year following that in which the Non-Core Services were provided and shall be paid by the Joint Committee as soon as practicable after the closure of the accounts of the Joint Committee for the year in which the Non-Core Service was provided

8.4 Programme Budget

8.4.1 The Programme Board will submit to the Joint Committee a Programme of Work and a budget for a minimum of 1 year and a maximum of 3 years commencing 1 April of that year and will contain provision for the Work Programme where that extends beyond the Core Services and the Non-Core Services and the Overheads and for funding the implementation of projects in that programme related to the e-Government Vision in County Durham and the Objectives to be carried out principally in that period

8.4.2 The Programme Budget shall comprise the contributions of Authorities pursuant to paragraph 8.4.3 below together with external funding paid to the Programme Budget pursuant to paragraph 8.5 and such other funds as may be paid or credited to the Programme Budget under other provisions of this Agreement

8.4.3 Each Authority will contribute to the Programme Budget the amount that has been agreed by the Joint Committee for their Authority. The Programme Budget will identify the following costs:

- (i) Initial project scoping and research
- (ii) Project development, including software and hardware
- (iii) On-going revenue

8.4.4 The Programme Budget shall first be expended on the specified projects measures or initiatives to which the funding is intended to relate (if any are so specified) before any part is expended on other projects measures or initiatives within the purview of the Joint Committee

8.5 External Funding

8.5.1 The Programme Budget of the Joint Committee will contain separate provision for funding received from external bodies which is to be spent on specific projects or initiatives or measures approved by the funding body

8.5.2 The funding to which paragraph 8.5.1 applies may be received by an Authority on behalf of the Joint Committee and to the extent that it relates to projects measures or initiatives within the purview of the Joint Committee such funding will be credited to the Programme Budget of the Joint Committee by that Authority as soon as practicable after receipt

8.6 Capital Expenditure

8.6.1 The Joint Committee may incur expenditure in respect of items which must (or, in the Joint Committee's discretion may), properly be

determined as capital expenditure in accordance with the requirements from time to time of the Local Government and Housing Act 1989 and Regulations made thereunder

8.6.2 Since the capital expenditure of the Joint Committee will be funded from the Programme Budget without borrowing, any capital expenditure implications will be a matter for each Authority contributing to the Programme Budget

8.7 Administration of the Budget

8.7.1 Subject to the preceding paragraphs of this section 8, the proposed Budget comprising the Programme Office Budget and the Programme Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee in conjunction with the Treasurer of each Authority

8.7.2 The proposed Budget shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budget relates and in any event by not later than 30 November

8.7.3 Before the Budget is submitted for the approval of the Joint Committee, the proposed Budget will be copied to each Authority by the Treasurer to the Joint Committee for prior consideration so that each Authority agrees on the level of funding which the Joint Committee are to be asked to consider for the following year.

8.7.4 A scheme of management for the establishment of an appropriation reserve is set out at Appendix 6. The scheme provides a facility to carry forward into the next year any underspend of the Budget but requires firstly that (unless otherwise stipulated as a condition of external funding) the funding of any overspend of the Budget is met in any year by transfer from the appropriation reserve. If the appropriation reserve is insufficient to meet the overspend in any year, then unless the Authorities agree to provide an additional sum to fund the deficit in equal shares, or in such other shares as the Joint Committee shall consider in all the circumstances to be fair and equitable, the Joint Committee will consider any necessary adjustment in the Budget for the following year including any cash flow loss to the Lead Authority

8.7.5 A scheme of management for a capital reserve is set out at Appendix 7. This reserve may be increased by donations, by any underspending of the Budget or by transfer of funds from the appropriation reserve

8.7.6 Interest will be credited to both the appropriation reserve and the capital reserve by the Lead Authority at the Lead Authority's average rate earned on investment

8.8 Payments

- 8.8.1 Any payment due from an Authority to the Joint Committee in any year in respect of the Annual Contribution shall be made on 1 April based on the amount notified under paragraph 8.3.3 or under paragraph 8.3.4. The invoice will be in official form and will meet Customs and Excise VAT requirements
- 8.8.2 All sums payable by any Authority pursuant to this Agreement are exclusive of VAT. Each Authority shall pay any VAT properly chargeable on any supply made under this Agreement
- 8.8.3 The amount of any payment due from the Joint Committee to an Authority or from an Authority to the Joint Committee may not be set off against any other payment due from an Authority to the Joint Committee or from the Joint Committee to an Authority (as the case may be)

8.9 Records

- 8.9.1 The Treasurer to the Joint Committee will be responsible for keeping records of income and expenditure relating to the Services and will produce quarterly monitoring reports to the Joint Committee. The Treasurer or other financial officer of each other Authority will provide any necessary financial information for this purpose. The Treasurer to the Joint Committee will prepare and submit for the approval of the Joint Committee final closure accounts by not later than 30 June in the year following the year to which the accounts relate. Final claims from any authority must in respect of the previous financial year must be submitted to the Lead Authority by no later than 30 April. Any claims received after the 30 April will be processed against the subsequent year's accounts
- 8.9.2 The accounts of the Joint Committee will be included in the accounts of each Authority for audit purposes

8.10 Mutual Understanding

The Authorities agree that this Agreement may give rise to situations in which one or more Authorities (each "a Contributing Authority") may invest in or take part in a particular project or projects within the Programme Budget for a year the costs of which are not being shared with or contributed to by the other Authority or Authorities (each "a Non-contributing Authority"). Each Authority accordingly agrees that if it does not invest or take part in any particular project, but subsequently at a later date decides to do so or wishes to derive benefit therefrom then it will contribute to the Programme Budget or reimburse to the Contributing Authority or Contributing Authorities such amount as shall represent a fair and equitable proportion of the cost of that project as may be agreed between the Non-contributing Authority and the Joint Committee or the Contributing Authority (as the case may be)

9. LEAD AUTHORITY

- 9.1 The Lead Authority shall (unless the Joint Committee otherwise in exceptional circumstances so decide) be Wear Valley District Council
- 9.2 Accordingly Wear Valley District Council is hereby appointed on the date hereof as the Lead Authority for the purposes mentioned in paragraphs 9.3 to 9.11 below
- 9.3 The role of the Lead Authority shall be exercised subject to the approval of the Joint Committee and shall be as follows:-
- 9.3.1 to undertake the duties and responsibilities of the Lead Authority referred to in the Agreement
 - 9.3.2 to act on behalf of the Joint Committee when authorised to do so (or in circumstances of urgency) to achieve Best Value or to add value to the e-Government Vision or to promote the attainment of the Objectives or the performance of the Functions or in order to attract or secure financial or other resources from outside the Authorities and/or;
 - 9.3.3 to make and provide all appropriate banking accounting and audit arrangements and services required for the due and proper receipt, holding and application of the Joint Committee's funds and/or;
 - 9.3.4 to be the legal point of contact with suppliers for all joint procurements and/or;
 - 9.3.5 subject to paragraph 5.9, to provide such administrative resources as shall be reasonably necessary to enable the Joint Committee to discharge their respective roles, duties and functions and which are not otherwise provided for under this Agreement
 - 9.3.6 to ensure that the assets listed in the Asset Register are secured and insured
- 9.4 Each of the other Authorities shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and/or contribute and pay in equal shares all or any liabilities claims costs and/or expenses of or reasonably incurred by the Lead Authority in or in connection with or in the course of or as a result of:-
- 9.4.1 properly performing or discharging its roles and/or responsibilities in paragraph 9.3 of this Agreement as the Lead Authority: and/or
 - 9.4.2 undertaking any contract or commitment on behalf of the Joint Committee for the purposes of or pursuant to this Agreement **PROVIDED THAT** such indemnity on the part of the other Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Lead Authority that is to say, negligence or misconduct or breach of this Agreement to a material degree, persistent breach of law

or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Lead Authority), act or omission known to the Lead Authority to be contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Lead Authority which shall not comply with the requirements or the standards of or set by this Agreement

- 9.5 The Lead Authority shall owe no duty of care to the other Authorities and have no liability or responsibility in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function referred to in Clause 9.3 the discharge or exercise of which requires the approval of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Lead Authority negligently or in a manner known to the Lead Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner requested or required by, (or which is omitted to be performed on the instruction or request of) the Joint Committee
- 9.6 The Lead Authority shall owe no duty of care to the other Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee
- 9.7 The Lead Authority may resign as such by giving at least three calendar months' notice in writing to each of the other Authorities expiring at the end of any financial year and shall so resign if so required by notices in writing given to the Lead Authority by a simple majority of the Authorities and expiring at the end of any financial year. In the event that the Lead Authority shall so resign the Joint Committee shall having regard to the provisions of paragraph 9.1 above appoint another Authority to act as and be the Lead Authority with effect from the date upon which any such resignation as aforesaid shall itself take effect **PROVIDED THAT** in the event of disagreement as to which of the Authorities should be appointed as the Lead Authority this shall be the Authority agreeing to act as such if enjoying the majority vote of the Joint Committee
- 9.8 Any documentation held by the Lead Authority which remains relevant after it had ceased to act as such shall (on the request of the new Lead Authority or the Joint Committee) be handed over or copied to the new Lead Authority or the Joint Committee
- 9.9 The Authorities agree that the Lead Authority shall be entitled to call on the funds of the Joint Committee to pay any redundancy or other claim arising in respect of the termination of the employment of any officer wholly or mainly employed by the Lead Authority in a post to the creation of which the Joint Committee had previously given approval for the purposes of carrying out or terminating this Agreement **PROVIDED THAT** the Lead Authority shall **FIRST** consult with the Joint Committee, such consultation to include discussion on any suitable alternative employment for the officer concerned

- 9.10 If the Joint Committee funds shall not be sufficient to meet the loss, costs or damages incurred by or claims against the Lead Authority the other Authorities shall each indemnify the Lead Authority in equal shares against the amount incurred by or claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for such an equal share) subject to Clause 9.2.4

10. PROVISION OF NON CASH RESOURCE

- 10.1 The Authorities agree that they will consider providing any non-monetary resources and assistance and in-kind support to the e-Government project as shall be reasonably requested by the Joint Committee from time to time
- 10.2 No requirement or request shall be made of an Authority under Clause 10.1 which shall have the effect of compelling that Authority Member to incur unbudgeted expenditure for the purposes of making available to the Joint Committee any such resources, assistance or support as are referred to in Clause 10.1
- 10.3 Provision of support under this Section 10 may if the Joint Committee so agree be included in the calculation of the Annual Contribution for the following financial year in paragraph 8.3.1

11. DURATION AND TERMINATION

- 11.1 Unless and until it is determined by notice under paragraph 11.4 or by mutual consent under paragraph 11.5, this Agreement shall continue in force for an initial period terminating on 31 March 2006 (“the Initial Period”)
- 11.2 Upon 31 March 2006 the period of the Agreement shall be extended automatically for a period of two years and the Agreement shall then continue in force from 31 March 2006 for a period of two years from that date unless, prior to that date, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.5 or notice has been served pursuant to paragraph 11.4.
- 11.3 Upon the expiration of the subsequent period of two years from 31 March 2006 the period of the Agreement shall be extended automatically for a further period of [two years] commencing on the 31 March 2008 and thereafter on each second 31 March thereafter unless, prior to the expiration of each successive period of two years, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.5 or notice has been served pursuant to paragraph 11.4
- 11.4 An Authority may on or after 31 March 2006 serve notice on the other Authorities not less than one year’s notice in writing to terminate this Agreement expiring on 31 March in any year thereafter. Any notice served by an Authority under this paragraph 11.4 may be withdrawn at any time prior to the expiration of the notice with the consent in writing of the other Authorities

- 11.5 The Authorities may agree in writing at any time during the currency of this Agreement to terminate this Agreement by mutual consent with effect on such date as they shall specify. The Authorities may agree to terminate this Agreement by mutual consent under this paragraph 11.5 whether or not notice to terminate the Agreement has been served previously under paragraph 11.4
- 11.6 Following service of any notice under paragraph 11.4, or as part of any termination by mutual consent under paragraph 11.5, the Joint Committee shall make the necessary arrangements and/or make any necessary recommendations to give effect to such termination and in particular to address the following:-
- (a) in accordance with paragraph 8 of this Agreement, the division and distribution of any resources available in the Budget of the Joint Committee on termination
 - (b) how the obligations and liabilities of the Joint Committee and Authorities under this Agreement which are ascertainable prior to the termination or which subsequently arise shall be met by the Authorities
- 11.7 In the event of the Parties not having determined the terms for the termination of this Agreement three months before the termination is to take effect pursuant to this section 11 then the arbitration provisions of Section 16 shall be invoked
- 11.8 On termination under paragraph 11.5 any assets remaining on the Asset Register shall be disposed of as the Joint Committee see fit

12. MISCELLANEOUS

Insurance

- 12.1 Save as otherwise provided for in Section 9 (Lead Authority) and Section 11 (Termination), any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which any Authority or any third party may become entitled as a result of or in connection with the discharge of any of the Objectives or Functions shall as between the Joint Committee and the Authorities be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability
- 12.2 The cost of such insurance shall be an Overhead and accordingly part of the Programme Office Budget
- 12.3 The Lead Authority shall be responsible for making all necessary insurance arrangements on behalf of the Joint Committee and (where given) in accordance with the Joint Committee's instructions

Civil Litigation

- 12.4 The institution and defence of necessary civil litigation by the Joint Committee arising from the exercise of the Objectives or Functions shall be undertaken in a representative capacity by the Lead Authority

Criminal Proceedings

- 12.5 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the discharge of the Objectives or the Functions shall be undertaken in a representative capacity by the Lead Authority unless the Joint Committee, having regard to the circumstances giving rise to the proceedings, agree that another Authority should do so

13. VARIATION OF AGREEMENT

This Agreement may be varied at any time upon such terms as the Authorities after consultation with the Joint Committee may agree

14. NOTICES

Any notice to be served under this Agreement upon any Authority will be served at the principal offices for the time being of that Authority for the attention of the chief executive or head of the paid service of that Authority

15. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS

- 15.1 Every member and substitute member of the Joint Committee shall at all times comply with the principles specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct
- 15.2 Any member and substitute member of the Joint Committee who has an interest defined in the members' code of conduct of his or her Council shall comply with the requirements of that code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest
- 15.3 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection

16. ARBITRATION

- 16.1 If at any time any dispute or difference shall arise between the Authorities in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Authorities the same shall be referred to and settled by a single arbitrator to be appointed by the Authorities but, if they cannot within two

months agree the appointment, to be nominated by the President of the Law Society for the time being

- 16.2 Any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 and 1996 or any statutory re-enactment or amendment of them for the time being in force
- 16.3 Each Authority shall bear its own costs of arbitration

17. FORCE MAJEURE

- 17.1 The Authorities shall be released from their respective obligations under the Agreement if national emergency, war prohibitive government regulations or any other cause (except strike action) beyond the control of the Authorities or any of them renders the performance of this Agreement impossible

18. SUPPORTERS

- 18.1 For the purpose of realising the E Government Vision the Authorities wish to encourage the Joint Committee to promote and foster links with other organisations bodies and persons to support the Objectives and Functions of the Joint Committee
- 18.2 Such links shall normally be with other organisations bodies and persons in the geographical area of County Durham including the ("Supporter")
- 18.3 The form of such links with a Supporter shall be at the discretion of the Joint Committee, but shall subject to paragraph 18.4 below accord so far as reasonably practicable with the wishes of the Joint Committee and the Supporter
- 18.4 Nothing in this Agreement or otherwise shall require or oblige the Joint Committee to, nor shall the Joint Committee without the approval of the Authorities, enter into links with commercial or trading organisations bodies or persons where the nature or business of that commercial or trading organisation body or person gives rise or could give rise to, any conflict of interest (for example without limitation by reason of the possible procurement or use by the Joint Committee of equipment or services provided by a particular business)
- 18.5 Subject to paragraph 18.4 above the Joint Committee may form links under this Section with a Supporter who is prepared to provide financial or in kind support to the Joint Committee in the furtherance of the E Government Vision and the Objectives and Functions of the Joint Committee
- 18.6 Where a link is established pursuant to paragraph 18.5 above, then, provided that the financial or in-kind support given by the Supporter in question to the Programme Office Budget is, in each financial year in which such support is given, of equal value to or greater than the Annual Contribution for an Authority for that year, the Joint Committee shall invite to the meetings of the

Joint Committee for that year a representative of that Supporter (who shall not be a member or officer of an Authority) who shall have the right to speak but not to vote thereat

- 18.7 Where and for so long as pursuant to paragraph 18.6 a Supporter is entitled to send a representative to meetings of the Joint Committee, that Supporter shall also be entitled to send a representative to meetings of the Programme Board which representative shall have the right to speak thereat
- 18.8 Where pursuant to paragraph 18.6 a Supporter is for the time being entitled to send a representative to meetings of the Joint Committee, that Supporter shall give to the Joint Committee not less than six months' notice expiring at the end of the year in question of the wish of that Supporter to cease thereafter to provide the support at the level referred to in the proviso in paragraph 18.6. Such notice shall, if not withdrawn, be binding on the Supporter giving it who shall at the end of the year in which such notice was given cease to be entitled to exercise the powers in paragraphs 18.6 and 18.7
- 18.9 Notwithstanding any of the foregoing provisions of this Section, it shall be for individual Authorities to determine what links each wishes to have into its own local strategic partnerships
- 18.10 A Supporter may contribute to the Programme Budget of the Joint Committee if it wishes to do so but such contribution shall not entitle it to participate at meetings of the Joint Committee unless paragraph 18.6 above also applies

19. SEVERANCE

- 19.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any circumstances of or the validity or enforcement of this Agreement.

20. AGREEMENT TO REMAIN IN FULL FORCE

Any failure by an Authority to insist upon the performance of any of the conditions of this Agreement or to exercise any right under it shall not be construed as a waiver by such Authority and this Agreement shall continue and remain in full force and effect notwithstanding any such failure

Appendices

APPENDIX 1 - The Programme Delivery Structure

THE PROGRAMME DELIVERY STRUCTURE

Responsibilities	Joint Committee	Program me Board	Programme Manager/ Office	Individual Local Authority
Strategic				
Agreeing Policy	✓			
Monitor Performance	✓	✓		
Promoting Cultural Change	✓	✓		✓
Implementation of e-govt Strategies	✓	✓	✓	✓
Forming Strategic Partnerships	✓	✓		
Liaison with Key Stakeholders		✓	✓	
Partnerships	✓	✓		
Resources				
Securing Funding Streams		✓	✓	✓
Securing Local Authorities' Resources		✓		✓
Evaluation of Bids for Funding	✓	✓	✓	
Budget Management		✓	✓	
Communications Planning		✓	✓	
Projects				
Co-ordination of E-govt projects		✓	✓	
Prioritisation of Projects	✓	✓	✓	
Monitoring Projects	✓	✓	✓	✓
Managing Projects		✓	✓	✓
Managing Programme		✓	✓	
Programme QA		✓	✓	✓
Project QA			✓	✓
Standards QA			✓	✓
Reporting			✓	✓
Working with Partners		✓	✓	✓
Production of Project Business Care			✓	✓
Realising Project Benefits				✓
Undertaking Post-implementation Review			✓	✓

The Programme Board will be serviced by a Programme Office initially consisting of (other skills) will be co-opted as necessary:

- Programme Manager (full-time)
- Administrative Support (full-time)

APPENDIX 2 - Standing Orders

STANDING ORDERS FOR THE COUNTY DURHAM e-GOVERNMENT PARTNERSHIP JOINT COMMITTEE

1. Interpretation

- 1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure not provided for by these standing orders shall be final. No debate may ensue thereon.

2. Meetings

- 2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after 1 June in each year and not later than 30 June and shall amongst other things receive the closing accounts for the preceding year
- 2.2 The Joint Committee shall between each annual meeting normally meet at appropriate quarterly intervals and shall meet on such day and at such time and place as they may determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year
- 2.3 A schedule of meetings shall be agreed in April of each year and unless special circumstances apply, the Joint Committee shall meet every two months at the offices of the Authorities on a rotating basis
- 2.4 With the exception of the annual meeting and the budget meeting, the Secretary with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration
- 2.5 A special meeting of the Joint Committee shall be convened at any time by the Secretary upon the instructions of the Chairman and Vice Chairman
- 2.6 Subject to the provisions of Schedule 12A of the Local Government Act 1972, meetings of the Joint Committee will be held in public.

3. Notice of Meetings

- 3.1 At least 5 clear days before a meeting of the Joint Committee:
- 3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent by post by the Secretary to the Joint Committee to the last address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Authority; and
- 3.1.2 notice of the time and place of the intended meeting shall be published at the offices each Authority by the Chief Executive of that Authority

3.2 Lack of service on a member of the Joint Committee of the summons referred to in paragraph 3.1.1 above shall not affect the validity of a meeting of the Joint Committee

3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman Vice Chairman and the Secretary shall have prior notice and which the Chairman, Vice Chairman and the Secretary consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto

4. Election of Chairman and Vice Chairman

4.1 At its annual meeting the Joint Committee shall determine from amongst its members a Chairman and Vice Chairman of the Joint Committee for a period of twelve months such determination to apply until the next following annual meeting.

4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person

4.3 In the event of a vacancy arising in the office of a Chairman or Vice Chairman appointed under paragraph 4.1 above, the Joint Committee shall appoint another member to hold such office for that meeting until the commencement of the next following meeting .

5. Membership of the Joint Committee

5.1 Subject to paragraph 2 of this Constitution, each elected member of the Joint Committee shall be a Councillor of the Authority by whom he or she shall have been appointed who shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Authority appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Authority appointing him or her

5.2 Each Authority may fill any casual vacancy during any year in accordance with the provisions of this Constitution and shall advise the Secretary to the Joint Committee within 7 days of such appointment

5.3 A substitute appointed in accordance with the Constitution of the Joint Committee shall, when acting as a substitute but not when acting as an observer have full voting rights at meetings of the Joint Committee

5.4 Where paragraph 18.6 of this Agreement applies the Joint Committee shall invite the representative of the Supporter in question to attend meetings of the Joint Committee. Such representative shall not be a member or officer of an Authority

5.5 The Joint Committee may from time to time co-opt one or more advisers to attend such meeting or meetings of the Joint Committee as the Joint Committee may specify having regard to the knowledge or skill of the co-opted adviser, and the contribution he may make to the business of the Joint Committee at that meeting or those meetings. Such co-opted adviser(s) shall be entitled to speak but not to vote

6. Chairman of Meeting

6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside

6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman if present, shall preside

6.3 If both the Chairman and the Vice-Chairman of the Joint Committee are absent from a meeting of the Joint Committee such member of the Joint Committee as the members present shall select shall preside

7. Quorum

7.1 No business shall be transacted at any meeting of the Joint Committee unless four Local Authority members are present

7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred

8. Order of Business

8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee

9. Minutes

- 9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and entered into a book kept for that purpose and shall be signed at the next meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded and distributed in electronic form
- 9.3 Until the contrary is proved a meeting of the Joint Committee, a minute of whose proceedings has been made and signed in accordance with this paragraph shall be deemed to have been duly convened and held and all members present at the meeting shall be deemed to have been duly qualified
- 9.4 The Chairman shall move "That the minutes of the meeting of the Joint Committee held on...be signed as a correct record". If the accuracy is not questioned the Chairman shall sign the minutes

10. Discussion Affecting Persons Serving or Under the Control of the Joint Committee

- 10.1 If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service or as to the conduct of any officer serving or under the control of the Joint Committee, such question shall not be the subject of discussion until the Joint Committee has decided whether or not the power of exclusion of the public under Sections 100A to 100K of the Local Government Act 1972 shall be exercised

11. Voting

- 11.1 The mode of voting at meetings of the Joint Committee shall be based upon the principle of consensus. If a unanimous decision cannot be reached, the matter being considered will be deferred for a period of [a fortnight] when a further meeting will be convened to determine the matter. At this meeting, the matter will be determined by a majority of not less than two-thirds of the voting members of the Joint Committee who are representatives of the Authority and who are present at the meeting in question
- 11.2 Any proposal to change a policy, or an amendment to the constitution or the Annual Contribution shall not be effective unless it is a unanimous decision of voting members of the Joint Committee who are representatives of the Authorities and who are present at the meeting in question

12. Interests of Members in Contracts and Other Matters

- 12.1 (a) Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct
- (b) Any Member and substitute Member of the Joint Committee who has an interest as defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosures of that interest and as regards withdrawing from participation in consequence of that interest
- 12.2 The Secretary to the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection

13. Interests of Officers in Contracts

- 13.1 The Secretary to the Joint Committee shall keep a record of particulars of any notice given by an officer of the Joint Committee under Section 117 of the Local Government Act 1972 of a pecuniary interest in a contract which records shall be open during normal office hours for public inspection. Any officer having such interest shall also give notice to his or her own Authority thereof.

14. Expression of Dissent

- 14.1 No expression of dissent shall be entered in the minutes of the Joint Committee. Any three members may demand that a named vote be taken

15. Disturbance at Meetings

- 15.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room
- 15.2 In the case of general disturbance in any part of the meeting room open to the public the Chairman shall order that part to be cleared.
- 15.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period

16. Variation and Revocation of Standing Orders

- 16.1 Any addition, variation or revocation of these Standing Orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided that this standing order shall not apply to any review of standing orders at the annual meetings of the Joint Committee. Any such addition, variation or revocation shall be first referred to each Authority for their approval

17. Suspension of Standing Orders

- 17.1 Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be moved unless three members are present nor can such a motion be moved if the effect of suspending standing orders would be in conflict with the terms of any agreement entered into by the Authorities

18. Rescission of Previous Resolutions

- 18.1 No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of three months

19. Programme Board

- 19.1 The Programme Board shall meet not less than six times in each year
- 19.2 Each meeting of the Programme Board shall be chaired by and the meeting shall be held at the offices of, such member of the Programme Board as the Programme Board shall at their meeting prior to the annual meeting of the Joint Committee fix on a rotational basis amongst the Authorities for the following twelve month period
- 19.3 The Programme Board will have delegated powers to commit expenditure on behalf of the Joint Committee in respect of projects to which the Joint Committee have given approval and for which provision has been made in the Joint Committee's Budget provided that such expenditure shall at all times remain within the budget approved by the Joint Committee for that project.
- 19.4 Agendas reports and minutes of the Programme Board shall be circulated amongst the members of the Programme Board electronically but Minutes shall also be recorded in writing and if approved shall be signed by the Chairman of the meeting at which the Minutes are presented

- 19.5 Agendas for meetings of the Programme Board shall normally be distributed one week in advance of the Programme Board meeting at which they are to be considered. After consultation with the Chairman of the time being, the Secretary to the Joint Committee may decline to circulate items for consideration at an Programme Board meeting if not received by him at least ten working days before the meeting in question

APPENDIX 3 - Duties Of The Secretary And The Treasurer

DUTIES OF THE SECRETARY AND THE TREASURER

1. Secretary to the Joint Committee

1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:

1.2.1 prepare and circulate Agendas reports and Minutes for consideration by the Joint Committee and/or by the Programme Board

1.2.2 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee

1.2.3 sign any document which is a necessary step in any legal procedure or proceedings

2. Treasurer to the Joint Committee

2.1 In addition to any other powers and duties referred to in this Agreement the Treasurer to the Joint Committee is authorised to produce the Budgets estimates and the accounts of the Joint Committee

APPENDIX 4 - CDeGP Programme Board Mandate

CDeGP Programme Board Mandate

Each member of the Programme Board is mandated by their parent Authority to:

- Make key strategic, financial and technical decisions that relate to the delivery of the CDeGP Work Programme agreed by the Joint Committee and in accordance with the agreed budget.
- Directly report progress back to Chief Executive's in parent authority on a monthly basis.
- Report progress back to Corporate Management Team at parent authority on a bi-monthly basis as a minimum.
- Agree that the Project Executives of the key projects within the CDeGP have delegated powers to make decisions on behalf of all authorities following full consultation with the Project / Programme Board.
- Be empowered to ensure the full involvement of Heads of Service, Middle Managers and front line staff in CDeGP projects to ensure the successful delivery of the Partnership's Improvements in Customer Services Strategy.
- Regularly report programme issues, risks, considerations, recommendations to respective Joint Committee members.
- Work together to establish links with other public and non-public sector organisations to ensure a consolidated approach to access to services in Durham.
- Continue to innovate joint working opportunities via eg national and local funding, other partnership collaborations etc in a way that contributes to the sustainable delivery of the CDeGP access to services vision.

APPENDIX 5 - Asset Register

COUNTY DURHAM e-GOVERNMENT PARTNERSHIP ASSET REGISTER

The Asset Register is intended to enable the Joint Committee to readily ascertain what assets are owned on its behalf where they are located and provide an insurance record. It can be used to track maintenance contracts, software licences or used for any other purposes so required.

The Programme Office is responsible for maintaining the Asset Register to ensure that it is kept up to date with additions and disposals.

All disposals of items on the Asset Register must be authorised through the Programme Board

The Asset Register should contain, as a minimum, the following information

The following items are required:

- Asset Number
- Manufacturer
- Model
- Serial Number
- Location
- Purchase date
- Order Number
- Original cost value
- Owning Authority
- Purchased/Leased/Loaned/Donated (Indicate whether Authority has purchased, leased, loaned or donated item to the partnership)
- Insurance required Y/N

The following items may be recorded

- Supplier
- Project name
- In Service
- Date lease/loan/contract expires

The following items are required when asset is disposed with

- Disposal date
- Method of disposal

Plus any other items that the Programme Office identify

APPENDIX 6 - Appropriation Reserve Management Scheme

APPROPRIATION RESERVE MANAGEMENT SCHEME

1. Purpose of Reserve

1.1 The purpose of the appropriation reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee, to:

- (a) Meet any deficits arising on the Programme Office Budget
- (b) Set aside sums for future investment through the Programme Budget
- (c) Finance any other specified use approved by the Joint Committee

2. Operation of the Reserve

2.1 the appropriation reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Objectives or the Functions

3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

4. Contribution to the Reserve

4.1 Where the Joint Committee underspends the Programme Office Budget in any year the balance may be transferred to the appropriation reserve

4.2 Interest payments are payable annually based on the average quarterly credit balance at the beginning of each quarter. The interest rate will be that calculated by the Treasurer to the Joint Committee at the base rate of the Co-operative Bank less 0.25% for the relevant year

5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the appropriation reserve

5.2 Subject to the approval of the Joint Committee contributions from the appropriation reserve to the Programme Office Budget or the Programme Budget may be made in respect of specific purposes in furtherance of the Functions

6. Management of the Scheme

6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the appropriation reserve in accordance with proper accounting practices

7. Amendment to the Scheme

7.1 The Joint Committee may request the Authorities to amend the scheme in this Appendix at any time. Any such amendment would have to be approved by all Authorities

APPENDIX 7 - Capital Reserve Management Scheme

CAPITAL RESERVE MANAGEMENT SCHEME

1. Purpose of Reserve

- 1.1 The purpose of the capital reserve is to provide a source of funds available to finance capital expenditure

2. Operation of the Reserve

- 2.1 The capital reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to finance an acquisition from the reserve provided the proposed expenditure is capital expenditure in accordance with proper and prudent local authority accounting practice. Approval to any proposal will allow the approved amount to be transferred from the reserve to the appropriate heading in the Programme Budget

3. Investment of Reserve Balance

- 3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

4. Contributions to the Reserve

- 4.1 Contributions may be made to the capital reserve from time to time from the Programme Office Budget or the Programme Budget subject to specific approval from the Joint Committee and subject to compliance with legislation
- 4.2 Donations from other bodies/persons may be placed in the capital reserve upon the understanding that they are to be used for capital expenditure at some future date. The Joint Committee shall approve the treatment of all such donations
- 4.3 Interest payments are payable annually based on the average quarterly credit balance at the beginning of each quarter. The interest rate will be that calculated by the Treasurer to the Joint Committee at the base rate of the [Co-operative] Bank less 0.25% for the relevant year

5. Payments to be met from the Reserve

- 5.1 No direct payments are to be made from the capital reserve

6. Management of the Scheme

- 6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the capital reserve in accordance with proper accounting practices

7. Amendment to the Scheme

- 7.1 The Joint Committee may request the Authorities to amend the scheme at any time. Any such amendment would have to be approved by all Authorities

APPENDIX 8 - Financial Regulations

**THE FINANCIAL REGULATIONS FOR THE COUNTY DURHAM
e-GOVERNMENT PARTNERSHIP JOINT COMMITTEE**

[Lead Authority's)

APPENDIX 9 - Contract Standing Orders

**CONTRACT STANDING ORDERS FOR THE COUNTY DURHAM
e-GOVERNMENT PARTNERSHIP JOINT COMMITTEE**

[Lead Authority's]

IN WITNESS of which the Authorities have caused their respective Common Seals to be affixed to this Agreement as a deed the day and year first before written