

Dacorum Borough Council &
Aylesbury Vale District Council

Memorandum of Understanding (MofU)

ICT Partnership – ICT Strategy, Infrastructure, Support, Development and
Project Office

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1 Parties

This agreement is made the _____ day of _____ 2012 between:

(1) Dacorum Borough Council whose address is Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire HP1 1HH (DBC)

Represented by the:

Council Leader

Chief Executive

And:

(2) Aylesbury Vale District Council whose address is the Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF (AVDC)

Represented by the:

Cabinet Member for Resources

Chief Executive

2 Background

- 2.1 DBC and AVDC have agreed to work together on the Project (“the Project”) details of which are provided in Appendix A to this Memorandum of Understanding (“MofU”)
- 2.2 It is the intention of both Parties to enter into an Inter Authority Agreement (“IAA”) within a period of 12 months from the date of this MofU.

3 Definitions

- 3.1 Aylesbury Vale District Council (AVDC) - located at: The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire, HP19 8FF with other offices in Aylesbury and Buckingham.

- 3.2 Dacorum Borough Council (DBC) – located at Hemel Hempstead Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1HH.
- 3.3 Foresight Consulting (UK) Limited, a company registered in England and Wales with Company Number 04393107, whose registered office is 7 Radbroke Close, Sandbach, Cheshire, CW11 1YT.
- 3.4 ICT - Information and Communications Technology – covering ICT Strategy, ICT Infrastructure, ICT Development and ICT support.
- 3.5 ICT Partnership Board – See Appendix B – for role, structure and purpose
- 3.6 ICT Architectural Board – See Appendix C – for role, structure and purpose.
- 3.7 ICT Strategy – the guiding principles setting out how the ICT service (e.g. which technology components, projects, methods and approaches) will support DBC and AVDC in achieving their business outcomes, current stated priorities and objectives.
- 3.8 ICT Infrastructure - ICT processing equipment (hardware), business applications and supporting systems (software) and the necessary infrastructure which shall include but not be limited to network and interfaces and end-user equipment which shall include but not be limited to desktops, laptops and telephones.
- 3.9 ICT Support – The activities involving the ICT Service Desk team, associated with maintaining the integrity, resilience and performance of ICT Infrastructure including the production (live), pre-production, test, training and development environments.
- 3.10 ICT Service Desk – Those individuals receiving, responding to and resolving calls for assistance from customers of the ICT service.
- 3.11 ICT Development(s) – The activities associated with planning, scoping, analysing, developing/building new services, business applications functionality or technical infrastructure capabilities, which once made live will require ICT Support.
- 3.12 Key Stakeholders – Councillors of both Councils & staff from both Councils
- 3.13 Project Office Service – the administrative support required to maintain up-to-date records of ICT Developments. The Project Office Service will also comprise all project activities, resources and the provision of status updates to all key stakeholders.
- 3.14 The Project – as defined in Appendix A of the Schedule.

4 Key Objectives for the Project

The Parties shall undertake the Project (as set out in Appendix A) to achieve the key objectives set out below.

4.1 Common Objectives

4.1.1 Medium term (May to December 2012)

- To commence and develop the process of team integration resulting in the creation of the ICT Service Desk using common processes, metrics, and shared know-how rather than shared organisational structures.
- To create a programme of work, for both authorities, so as to then identify opportunities for synergies. Appendix A shows the current scope / direction of travel.
- To create a joint ICT Strategy that defines (or even mandates) joint systems replacement and implementation plans based upon the existing AVDC Cloud Strategy.

4.1.2 Longer term (to commence January 2013)

- To create a shared ICT service, with a single manager and single team and governance arrangements that allow both authorities to achieve their own organisational objectives.
- To deliver significant service improvements and cost reductions through, for example, exploiting economies of scales and reducing duplication.
- To develop an Inter Authority Agreement (“IAA”) within a period of 12 months from the date of this MofU.

4.2 Dacorun BC’s objectives

4.2.1 The parties agree to use best endeavours to fulfil the following ambitions

- The partnership between the two Parties named in clause 1 hereto the Partnership to deliver efficiencies via staffing and infrastructure.
- To increase the resilience of both parties.
- To share the risk of moving ahead with new ICT Development(s) which deliver savings/service improvements.

4.2.2 Short term (January to April 2012)

- To improve the performance and resilience of the Dacorun ICT service, essentially infrastructure improvements.
- To improve the service received by the rest of the service areas

within DBC,

- i) Reducing the back log of ICT Service Desk calls, and,
- ii) Improving the service received by Members and officers throughout the council (and thus enabling an improved the service to the public).

4.2.3 **Medium term** (May to December 2012)

- To move away from a largely fire-fighting and reactive ICT service, and to start supporting with ICT Development(s) the services business objectives; there is a latent demand for such work and advice.
- To reorganise the ICT service; its structure, roles and processes so that it is fit for purpose, i.e. supports the objectives stated above and below.

4.3 **Aylesbury Vale DC's objectives**

4.3.1 **Short term** (January to April 2012)

- To provide opportunities for enhancing the skills of AVDC ICT staff.
- To utilise capacity within existing staff to generate income (and an element of cost recovery for the investment to date).

4.3.2 **Medium term** (May to December 2012)

- To increase technical capacity by creating a joint technical lead role with DBC.

4.3.3 **Longer term** (to commence January 2013)

- To begin the process of merging infrastructure at Buckinghamshire County Council to enable economies of scale in systems management.

5 **Principles of Collaboration**

5.1 **The Parties agree to adopt the following principles when carrying out the Project ("Principles"):**

- 5.1.1 Collaborate and co-operate: Establish and adhere to the governance structure set out in this MofU to ensure that activities are delivered and actions taken as required;
- 5.1.2 Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MofU;
- 5.1.3 Be open. Communicate openly about major concerns, issues or opportunities relating to the Project;

- 5.1.4 Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 5.1.5 Adopt a positive outlook. Behave in a positive, proactive manner;
- 5.1.6 Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. The parties will seek to agree an Information Sharing Protocol as part of the process to agree the IAA;
- 5.1.7 Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- 5.1.8 Manage Key Stakeholders effectively;
- 5.1.9 Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MofU. In particular the parties agree to make the contributions detailed in the SLA; and
- 5.1.10 Act in good faith to support achievement of the Key Objectives stated in clause 4 hereto and compliance with these principles.
- 5.1.11 To broaden the scope of opportunities in the longer term.
- 5.2 The parties also agree that in relation to new projects the parties will not pursue their own separate course of action unless a joint solution:-
 - 5.2.1 Is not deemed appropriate by the ICT Architectural Board (see Appendix C) or
 - 5.2.2 Would contravene procurement Standing Orders or Constitution of either party or other legislation.
- 5.3 It is currently the intention of both to parties to pursue a Cloud-based strategy. Projects for 2012 shall include but not be limited to:-
 - 5.3.1 Microsoft 365 – Cloud-based office productivity comprising:-
 - Web-based email
 - Instant messaging, voice and video conferencing
 - Office Web Apps (online versions of Word, Excel, PowerPoint, and OneNote)
 - SharePoint intranet for sharing files and co-authoring documents.
 - Antivirus and anti-spam filtering
 - 5.3.2 Cloud-based line of business applications, including but not limited to

- HR system
- Room booking system

5.3.3 This direction of travel – moving from Council-hosted applications and systems to a Cloud-based environment is in line with the objectives of both parties to enable flexible working and to reduce dependence upon Council-built ICT.

6 Funding – Capital & Revenue

6.1 In accordance with the service level agreement (SLA), dated 21st March 2012, it has been agreed that each party will meet the other party's costs, on the basis of full cost recovery.

6.2 However, over the coming year, one of the key functions of the ICT Partnership Board (see Appendix B) will be to recommend to each party an annual budget for the ICT service by 1st December of 2012.

7 Assets, Titles, Licences etc.

7.1 All existing assets, titles, licences for equipment and software will be held by the parties. All future assets, titles, licences for equipment and software will be held in the name of the procuring party, except where this is deemed otherwise by the ICT Partnership Board. However as far as practicable, if there is any possible requirement for these to be transferred to another organisation licences will be set up free from restraint.

8 Insurance

8.1 Both parties shall take out and maintain in full force with a reputable insurance company adequate insurance cover any loss, injury and damage caused by or to the employee whilst in the course of providing the services. Both parties shall fulfil all duties relating to the employee's health, safety and welfare as if it was his/her employer and shall comply with the other parties reasonable requests in connection with duties of care in relation to the employee.

8.2 Both parties acknowledge that the other party is not responsible for the way in which the employee provides the services and waives all and any claims that it may have against the other party arising out of any act or omission of the employee in the course of carrying out the services, other than wilful or malicious damage.

8.3 Both parties shall indemnify the other party fully and keep them indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

8.3.1 the employee in relation to any loss, injury, damage or costs arising out of any act or omission by either party or its employees or agents during the term of this Agreement; or

- 8.3.2 a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the employee in the course of carrying out the services.

9 Staff Transfers

- 9.1 During the period covered by the MofU, it is not intended that any staff will transfer (e.g. Secondment / TUPE) between the organisations.

10 Premises and Locations

10.1 **DBC** is located at: Civic Centre, The Marlowes, Hemel Hempstead, HP1 1HH with other offices in the borough of Dacorum.

10.2 **AVDC** is located at: The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF with other offices in Aylesbury and Buckingham

10.3 DBC will provide nominated AVDC staff with access to their offices; AVDC staff will comply with DBC instructions and policies on Health and Safety and security at all times.

10.4 AVDC will provide nominated DBC staff with access to their offices; DBC staff will comply with AVDC instructions and policies on Health and Safety and security at all times.

11 Maintenance and Support of Equipment

- 11.1 Each party will be responsible for maintaining their own equipment, services and support arrangements.

12 Confidentiality

- 12.1 Both parties shall use its reasonable endeavours to procure that its employees shall not: -

12.1.1 (except in the proper course of the Project, as required by law or as authorised by the other party) during the Project or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the use or communication of) any confidential information relating to either party that he or she creates, develops, receives or obtains during the Project. This restriction does not apply to any information that is or comes in the public domain other than through the employee's unauthorised disclosure; or

12.1.2 make (other than for the benefit of either party) any record (whether on paper, computer memory, disc or otherwise) containing confidential information relating to that party or use such records (or allow them to be used) other than for the benefit of the party. All such records (and

any copies of them) shall be the property of the party and shall be handed over to the parties Head of ICT by the employee on the termination of this MofU or at the request of the part at any time during the Project.

12.2 Nothing in this Agreement shall prevent the employee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and the employee has complied with the parties policy from time to time in force regarding such disclosures.

12.3 AVDC shall:

12.3.1 Keep secret any confidential information relating to DBC that it obtains during or as a result of the Project

12.3.2 Not use or directly or indirectly disclose any such confidential information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of DBC;

12.3.3 Use its best endeavours to ensure that no person gets access to the confidential information from it, its officers, employees or agents unless authorised to do so; and

12.3.4 Inform DBC immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such confidential information.

12.4 DBC shall:

12.4.1 Keep secret any confidential information relating to AVDC that it obtains during or as a result of the Project;

12.4.2 Not use or directly or indirectly disclose any such confidential information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of AVDC;

12.4.3 Use its best endeavours to ensure that no person gets access to such confidential information from it, its officers, employees or agents unless authorised to do so; and

12.4.4 Inform AVDC immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such confidential information.

12.5. Notwithstanding the general obligation in clause 0, where either party is processing Personal Data as a Data Processor for the other party, both parties shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the

Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- (a) provide the other party with such information as the other party may reasonably require to satisfy itself that the party is complying with its obligations under the DPA;
- (b) promptly notify the other party of any breach of the security measures required to be put in place pursuant to clause 0; and
- (c) ensure it does not knowingly or negligently do or omit to do anything which places the other party in breach of their obligations under the DPA.

The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

13 Intellectual Property Rights

13.1 The definitions in this clause apply in this MofU.

13.2 Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

13.3 Inventions: inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

- 13.4 The employees of either party engaged in the provision of ICT services shall give to the other party full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by it at any time during the course of work carried out in connection with the Project which relate to, or are reasonably capable of being used in, the business of either party. Both parties acknowledges that all such Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in both parties absolutely. To the extent that they do not vest automatically, each employee holds them on trust for either party. The employee agrees promptly to execute all documents and do all acts as may, in the opinion of the other party, be necessary to give effect to this clause 13.2.

14 Assignment or Transfer

- 14.1 In the event that reorganisation or restructure of either party necessitates a transfer of this MofU or creation of a formal contract, this arrangement will be reviewed prior to any commitment being made and either party may terminate this MofU within three months of written notice to the other party.

15 Conflict of interest

- 15.1 The officers of the parties shall use reasonable endeavours to identify any actual or potential conflict of interest between AVDC and DBC and to notify such conflict to their respective representatives, who will decide, possibly in conjunction with the other party's representative, the risk involved and what controls to exercise (if any).

- 15.2 If requested, the relevant officer(s) will abstain from discussion until a final decision is made.

16 Sub-Contracting

- 16.1 Either party may employ third party staff to supplement its own staff, subject to the same conditions that this MofU places on staff. The other party may not object to such employment, unless able to demonstrate that such employment would be detrimental to the Project.

- 16.2 The parties agree not to modify this MofU via a third party or compromise the operation of support directly via a third party.

17 Term and Termination

- 17.1 Subject to clause 17.2 below, the provisions of this MofU shall become effective as from the day of 2012 and shall expire on the date of completion of the IAA.

- 17.2 Either party may terminate this MofU by giving at least three months notice in writing to the other party at any time

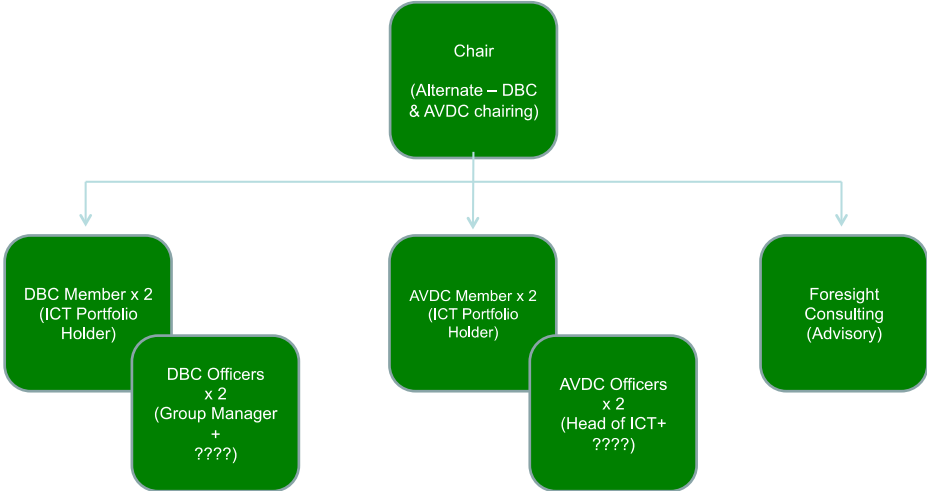
18 Variation

- 18.1 Either party may request a change to this MofU in writing to the other party by serving a written notice which must contain the following information: -
- Details of the variation
 - Reason(s) for the variation
 - Implications of the variation (as far as aware) e.g. on time or resources
- 18.2 Details of all variations will be advised to the ICT Partnership Board at the next meeting following receipt of the above notice.
- 18.3 The other party must acknowledge receipt of the notice in writing within 10 (ten) working days of receipt of the notice. The other party must respond giving full details of reasons for either accepting or rejecting the requested variation or with a request for further details within (20) twenty working days of receipt of the original notice.
- 18.4 If either party has any issues, concerns, or complaints about the Project, or any matter in this MofU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time (according to the nature of the issue), the matter shall be escalated to the ICT Partnership Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the ICT Partnership Board within 25 days the matter may be escalated to the Chief Executive of each party working together.
- 18.5 If either Party receives any formal enquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the ICT Partnership Board. No action shall be taken in response to any such enquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the ICT Partnership Board, subject to all statutory requirements.

19 Governance

- 19.1 The governance structure defined below provides a structure for the development and delivery of the Project and is provided by the ICT Partnership Board working together with the ICT Architectural Board:-
- 19.2 The ICT Partnership Board

ICT Partnership Board

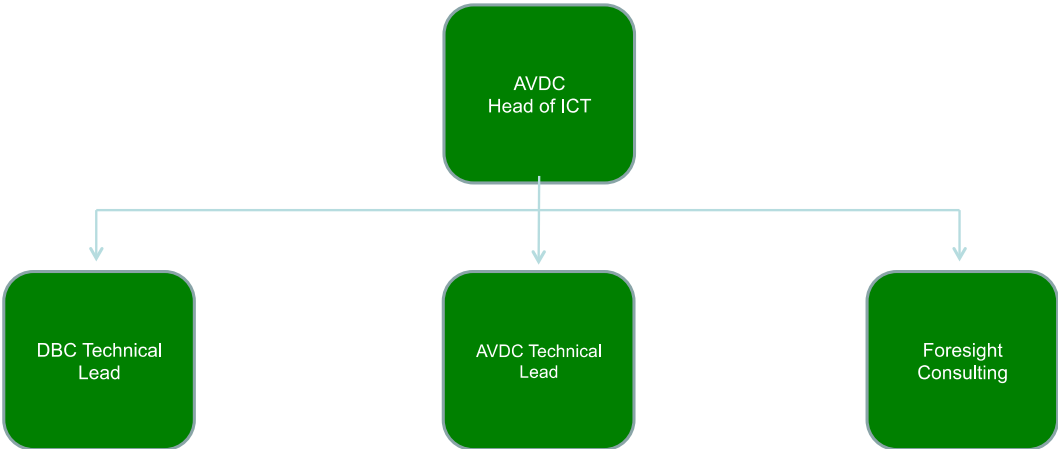


19.3 It is anticipated that the presence of Foresight Consulting (UK) Limited on the Partnership Board, acting in an advisory capacity, will only be a temporary arrangement, whilst the ICT Partnership Board is in the early stages of its work.

19.4 The roles and function of the ICT Partnership Board is set out in ICT Partnership Board – Terms of Reference document - See Appendix B. The ICT Partnership Board will be serviced by the ICT Project Office Service.

19.5 ICT Architectural Board

ICT Architectural Board



19.6 The roles and function of the ICT Architectural Board is set out in ICT Architectural Board – Terms of Reference document – see Appendix C. The ICT Architectural Board will be serviced by the ICT Project Office Service.

20 Escalation

20.1 The ICT Partnership Board will handle all issues referred to it by the AVDC ICT Manager and/or the DBC Group Manager.

If the ICT Partnership Board fails to resolve an issue it can refer it to the Chief Executives and Leader of the Councils of the parties.

21 Force Majeure

21.1 AVDC will not be held responsible for delays caused by events outside its reasonable control and that could not be anticipated. These include but are not limited to fire, flood, explosion, civil disturbance, withdrawal of labour (official or unofficial) or supplier performance. However AVDC will use reasonable efforts to resume service, including escalation defined above to offer an interim alternative.

21.2 DBC will not be held responsible for delays caused by events outside its reasonable control and that could not be anticipated. These include but are not limited to fire, flood, explosion, civil disturbance, withdrawal of labour (official or unofficial) or supplier performance. However DBC will use reasonable efforts to resume service, including escalation defined above to offer an interim alternative.

22 Communications

All communications and notices between the parties hereto, shall be in writing and addressed to the following officers:

DBC

Corporate Director Performance, Improvement and Transformation.

AVDC

Deputy Chief Executive

For the purpose of this clause “in writing” shall mean letter or e-mail or Fax.

23 Status

23.1 This MofU is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties hereto. The parties hereto enter into this MofU intending to honour their obligations.

23.2 Nothing in this MofU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

This MofU has been entered into on the date stated at the beginning of it

Signed on behalf of **Dacorum Borough Council** (DBC)

Name (print)

Signature

Position

Signed on behalf of **Aylesbury Vale District Council** (AVDC)

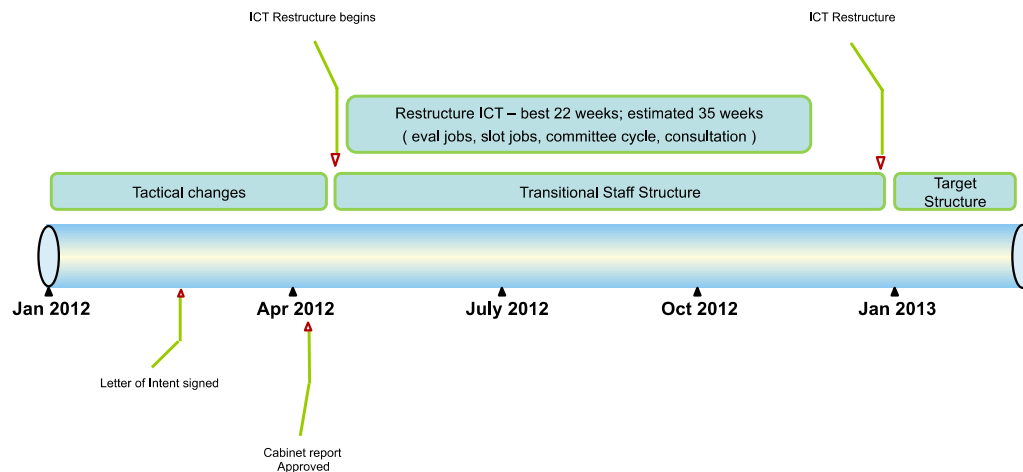
Name (print)

Signature

Position

Appendix A - The Project

1. High Level Project Plan



Note: see Programme Plan for detail

2. Organisational Structure

- Aligning the two ICT structures; separating support from delivery in the DBC Structure
- Merging the two organisations into one ICT service, serving both authorities

Key Performance Indicators

- Satisfaction with resolution of help desk issues
- Savings from the partnership
- Number of help desk calls – lower levels being registered
- Number of help desk calls awaiting resolution
- Joint procurements of software / applications
- Wider satisfaction / temperature checks with the organisation on ICT service. Baselined against previous surveys / feedback from GM meetings.

3. Shared Systems

- To investigated opportunities to share systems, such as but not restricted to having a shared Planning & GIS system.

4 Common ICT Strategy

- A common ICT Strategy will be incorporated within the Inter-Authority Agreement referred to in clause 1.2 above.

Appendix B - ICT Partnership Board – Terms of Reference

1. Membership

The ICT Partnership Board will be composed of 4 members; 2 from each Council.

2. Quorum

2 members; at least one from each Council.

3. Chairman

The post of Chairman shall rotate each meeting with a Chairman chosen from each Council alternately.

4. Frequency of Meetings

The ICT Partnership Board shall meet at least 4 times per year.

5. Role and Function

The ICT Partnership Board will have the following role and functions:

- To monitor, scrutinise and review the performance of the ICT service, including the ICT Service Desk.
- To monitor the budgets of all service which fall within the Partnership Agreement / Memorandum of Understanding.
- To agree the business plan for the ICT service.
- To recommend to each Council an annual budget for the ICT service by 1st December of each year.
- To monitor the effectiveness of all joint working arrangements through:
 - A quarterly review of performance.
 - An annual review of effectiveness and delivery of outcomes.
- To submit the annual review to a meeting of each Corporate Management Team by 30th June each year.
- To oversee and make recommendations to each Council on the further development of joint working arrangements regarding service quality, value for money and commercial opportunity.
- To discuss and review all opportunities for further joint working and make recommendations to both Councils.

Appendix C - ICT Architectural Board - Terms of Reference

1. Membership

The ICT Architectural Board will be composed of 3 members comprising AVDC's Head of ICT, one technical lead officer from each Council, plus optionally the technical lead representative from Foresight Consulting Limited in an advisory capacity.

2. Quorum

2 members; at least one from each Council.

3. Chairman

The post of Chairman shall be held by AVDC's Head of IT.

4. Frequency of Meetings

The ICT Architectural Board shall meet at least 4 times per year and within 10 days of a request from either party for a review of specified projects.

5. Role and Function

The ICT Architectural Board will have the following role and functions:

- Designing the target ICT Infrastructure for the partnership.
- Deciding which technology components should be considered as existing partnership components reach end-of-life.
- Working with customers within the business to determine when applications should be upgraded, or replaced.
- Approving all purchasing commitments – new and renewals.
- Producing a 5 year rolling ICT strategy identifying projects that need to be delivery to achieve the shared service goal.