

PROTOCOL ON THE USE OF FACILITIES, SERVICES AND EQUIPMENT BY BOARD MEMBERS

Introduction

1. The Code of Conduct for Board Members, contained in Part IX of the Derby Homes Governance Arrangements, says that a Board member must, when using, or authorising others to use the resources of Derby Homes
 - a. act in accordance with Derby Homes' requirements; and
 - b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of Derby Homes or the office to which the Board member has been elected or appointed.
2. This Protocol sets out Derby Homes' requirements under the Code of Conduct and any breach of the Protocol will be regarded as a breach of the Code of Conduct. The Protocol covers the use of facilities, services and equipment provided to Board members.

Use of facilities and equipment

3. Derby Homes will provide Board members with certain facilities and equipment either in their homes or at Derby Homes offices. This section covers the use of these facilities and equipment, including stationery and consumables, and Information Technology equipment
 - a. Equipment will remain the property of Derby Homes. It is lent to the Board member for the duration of his/her period as a Board member of Derby Homes. At the end of that period, the equipment must be returned to Derby Homes in full working condition. If equipment has been lost or damaged whilst on loan, a charge may be made for its replacement or repair.
 - b. Board members must use any Derby Homes facilities and equipment provided to them only in connection with their role as a Board member and for no other purpose. For example, they must not use any of Derby Homes' paper, photocopiers, printers or internal or external mail facilities, for any personal, or party-political, purpose, or any purpose that is not related to Derby Homes business (unless covered in 3c). Board members must not use rooms in Derby Homes offices for any personal or party political purpose, or any purpose that is not related to Derby Homes business, unless such use is in accordance with Derby Homes'

practice for the use of rooms by outside organisations. Use of facilities and equipment on behalf of any community or voluntary groups with which Board members may be connected is not permitted.

- c. Incidental, small-scale use of facilities and equipment outside authorised purposes, may be agreed with the Director & Company Secretary and may incur a payment of an appropriate charge, provided that this does not interfere with official Derby Homes business. All uses under this paragraph shall be recorded in a register which shall be open to inspection by any member of the public.

Use of Board Members' Support Services

4. Derby Homes provides a support service to Board members through the Administration Manager and Board & Committee Support Officer. The service is provided to Board members only in connection with their role as a Board member and for no other purpose. Written material will contain Derby Homes' official and approved logos but must not contain any other logo. Board members must not ask, or put any obligation on staff to assist with, any personal or party-political matter or any matter that is not related to Derby Homes business. Use of the service on behalf of community or voluntary groups with which Board members may be connected is not permitted.

Use of Information Technology (IT) facilities and other equipment

5. The term "Computer" includes all ancillary furniture and equipment including monitor, printer, mouse, modem, routers and telephone line, together with the software and programs loaded on to it.
6. Derby Homes will provide certain IT facilities and equipment to Board members.
7. Subject to paragraphs 11 and 21, Board members must use any Derby Homes IT facilities and equipment provided to them only in connection with their role as a Board member and for no other purpose.
8. Derby Homes will install the Computer at the Board member's home address ("the Property"). The Board member must not remove the Computer from the Property at any time without Derby Homes' written consent. This paragraph will not apply to laptop computers.
9. Derby Homes will pay to install, service, repair and maintain the Computer and will also provide consumables, such as ink cartridges and paper.

10. The Board member is responsible for meeting the cost of any damage to the Computer which goes beyond ordinary wear and tear, other than damage arising from theft, accidental damage, fire damage, failure of electricity supply and failure of telecommunications. The Board member must report immediately to Derby Homes any damage to or malfunction of the Computer.
11. Apart from reasonable incidental personal use, the Computer must only be used by the Board member themselves and only for official Derby Homes business or activities which facilitate the carrying out of Derby Homes' functions. Personal use is permitted provided it does not violate these Conditions and does not hamper or conflict with official business. Any private use and data held on the system is at the Board member's discretion. Derby Homes accepts no liability for any consequences (including financial or other loss) which may arise through reasonable incidental personal use of the Computer. The security of any personal data is the Board member's responsibility. Any such data could be viewed by officers if stored on the computer's internal drive (hard drive) and Board members may therefore prefer to use their own removable diskettes ('floppy disks') to store such data. Simply deleting files does not necessarily permanently remove them.
12. Derby Homes has to comply with all UK legislation affecting IT, including the following Acts, and this also applies to a Board member's use of the Computer. Board members may be held personally responsible for any breach of current legislation as listed below and any future legislation that may be enacted:
 - Data Protection Act 1998
 - Copyright Design and Patents Act 1988
 - Computer Misuse Act 1990
 - Obscene Publications Act 1959.
13. As well as ensuring compliance with legislation, of primary concern is to keep ongoing support costs as low as possible. To meet both these objectives Board members should note the following:
 - a. Installation of software (including screensavers) from any source must only be carried out with prior authorisation from the IT Systems Co-ordinator. A lot of software, ranging from small 'utilities' designed to enhance performance to complete applications such as drawing packages, is readily available on magazine 'cover disks' or for download via the Internet. Some of this is 'freeware', where there is no charge for its use, whilst some is 'shareware', where the provider charges for its use. Board members should seek the advice of IT

Systems Co-ordinator before downloading or installing any such software.

- b. The copying of licensed software and data, use, or possession, of unlicensed copies or 'pirated' versions of software is illegal and, therefore, expressly prohibited.
 - c. Any software or data files, including word-processed documents and spreadsheets, must be checked for viruses before being loaded onto the Board member's equipment or transmitted to colleagues or Derby Homes, whether by diskette or email.
 - d. Anti-virus software is supplied but must be updated regularly.
 - e. If a virus is detected that cannot be 'cleaned' by the supplied antivirus software, it must be reported to IT Systems Co-ordinator so that they may deal with it.
14. The Board member must stop using the Computer and other equipment provided by Derby Homes immediately if he/she:
- ceases to be a Board member, or
 - receives written notice from Derby Homes to that effect.
15. If Derby Homes gives the Board member notice that it requires the return of the Computer and other equipment, the Board member must either return the computer and equipment within five working days or allow access to the Property for that purpose.
16. Derby Homes will provide and maintain a valid insurance policy at all times which will cover the Computer and other equipment against theft, accidental damage, fire damage, failure of electricity supply and failure of telecommunications.
17. The Board member must agree to allow Derby Homes entry to the Property on notice to carry out Derby Homes' duties under this Protocol and to ensure compliance by the Board member with the terms and conditions in this Protocol.
18. The Board member will not do, cause or permit any act or omission that could invalidate the insurance policy covering the Computer and other equipment.
19. The Board member must complete without delay all health and safety questionnaires that Derby Homes may send to him/her and comply with all appropriate health and safety guidelines.

20. The Board member must comply with all policies, guidelines and codes of practice issued by Derby Homes on the use of the Computer or the network or other equipment to which it is connected.