

THIS MEMORANDUM OF UNDERSTANDING is made the day of
2003

BETWEEN

- (1) CHELTENHAM BOROUGH COUNCIL of Municipal Offices The Promenade Cheltenham Gloucestershire; and
 - (2) COTSWOLD DISTRICT COUNCIL of Council Offices Trinity Road Cirencester Gloucestershire; and
 - (3) FOREST OF DEAN DISTRICT COUNCIL of Council Offices High Street Coleford Gloucestershire; and
 - (4) GLOUCESTER CITY COUNCIL of North Warehouse The Docks Gloucester Gloucestershire; and
 - (5) GLOUCESTERSHIRE COUNTY COUNCIL of Shire Hall Gloucester Gloucestershire; and
 - (6) STROUD DISTRICT COUNCIL of Council Offices Ebley Mill Westward Road Stroud Gloucestershire; and
 - (7) TEWKESBURY BOROUGH COUNCIL of Council Offices Gloucester Road Tewkesbury Gloucestershire;
- all of whom are members of the Gloucestershire Electronic Partnership

WHEREAS

- (1) The Gloucestershire Electronic Partnership (“the Partnership”) is an unincorporated voluntary body comprising the parties hereto and other parties who may be admitted to the Partnership from time to time in accordance with paragraph 1.5 of the Second Schedule
- (2) The Partnership was formed in March 2002 under the aegis of Electronic Government in Gloucestershire. All parties appointed an E Champion and the E Champions Group has been meeting on a regular basis since April 2002. The Group has formulated a Vision Statement as set out in the First Schedule and now wish to strengthen their joint working by entering into this Memorandum of Understanding. The name of the Group was changed to the Gloucestershire Electronic Partnership on 1st January 2003. In April 2003, it was agreed that the Partnership would have two groups – an Officers’ Group and a Members’ Group.
- (3) A bid was submitted to the Office of the Deputy Prime Minister for funding for the E Government Projects and award of £600,000 has been made.

NOW IT IS AGREED as follows

1. Interpretation

- 'E Government Projects' means those projects identified in the LGOL award and others as agreed by the Partnership
- 'the LGOL award' means the documentation relating to the Local Government On-Line Bid submitted by the Partnership to the office of the Deputy Prime Minister, and the subsequent award, which describes how the Partnership will undertake the E Government Projects
- 'Fund' means the funding from Central Government administered by the Office of the Deputy Prime Minister
- 'Gloucestershire Electronic Partnership' means the association existing between the parties whose aims and objectives are the promotion of E Government within Gloucestershire in accordance with the Vision Statement by implementing the E Government Projects
- 'Vision Statement' the aims and objectives set out in Schedule 1

The headings are inserted for convenience only and shall not affect the construction of this Agreement

2. Commencement and Term

- 2.1 This Agreement shall be deemed to have commenced on the 1st day of January 2003 and shall continue until terminated in accordance with the provisions of clause 4

3. Implementation

- 3.1 The Parties shall severally contribute to the functioning of the Partnership such resources as they may consider appropriate from time to time (subject to the usual budgetary constraints). In the financial year 2003/04 this shall be £5,000 from each party. Part of this will be used to provide administrative support to the Programme Manager and the Partnership.
- 3.2 It is declared that each of the parties hereto has delegated authority to one of its nominated representatives to undertake the necessary operational decisions and actions to implement the E Government Projects and each of

the parties is committed to the principle of making contributions as referred to in Clause 3.1 above

- 3.3 The Partnership Vision is set out in the First Schedule
- 3.4 The Partnership shall be constituted initially in accordance with the procedures detailed in the Second Schedule. However the parties recognise the diversity of the local authority areas within Gloucestershire and acknowledge that variations to the constitution of the Partnership may be required to meet the needs of the Partnership. Variations to this Agreement shall be agreed in writing and signed on behalf of all parties
- 3.5 The Programme of work of the Partnership shall be implemented through a Programme Manager who shall be appointed to the County Council on behalf of the Partnership. In the interim, Gloucestershire County Council will undertake this role.

4. Term

- 4.1 This Agreement shall continue in force for a period of five years or until the E Government Projects or any similar replacement projects agreed by the Partnership have been fulfilled whichever is the earlier or until superseded by a legally binding consortium agreement

5. Nature of this Agreement

- 5.1 This Agreement relates only to the implementation of E Government in Gloucestershire and shall not constitute any party to be the agent of others
- 5.2 This Agreement shall be binding on the parties to it and shall not be assignable by any party without the consent of the others (which consent any party may in its absolute discretion withhold)
- 5.3 This Agreement shall be governed by and construed in all respects in accordance with English Law

IN WITNESS whereof the Parties have signed this Agreement the day and year first before written

FIRST SCHEDULE

Vision of the Gloucestershire Electronic Partnership

Our vision, inspired by our common values, is to open up access for all to our services, and continuously improve their quality, through actively promoting the current benefit, and the potential, of electronic government.

This vision lies at the heart of our commitment, as a partnership, to quality, inclusion and community development through innovation.

Aims

Our vision will be achieved by working together, to build services around citizens needs and choices:

- using an integrated, multi-agency approach wherever it is in the interests of the service user;
- making government and its services more accessible through the provision of those services at places and at times which best meet the needs and expectations of the user;
- co-operating to improve efficiency through re-designing processes and achieving economies of scale; and
- sharing best practice.

All residents, businesses, community groups and visitors, should be able to access the full range of public services in the county without having to know beforehand which agency carries out which service.

We believe in the principle of *first time fix*, namely that a high proportion of all enquiries should be solved at the first point of contact, whatever the medium of contact is (personal visit, telephone, electronic). This requires extensive cooperation and the re-engineering of services around the needs of the user.

We will use and share information more effectively to assist in the delivery of seamless services.

This initiative is not just about new technology - it is about continuous improvement and business transformation for the public sector in Gloucestershire with technology supporting these objectives.

SECOND SCHEDULE

Constitution of the Partnership

1. Membership

- 1.1 The members of the Partnership shall be each of the local authorities who are parties to this Agreement and others who are admitted to the Partnership pursuant to paragraph 1.5 below
- 1.2 Each party shall appoint one elected member representative (for the Members' Group) and a maximum of two officer representatives (for the Officers' Group). One such representative shall be authorised to exercise delegated authority on behalf of their Authority. Each Local Authority shall have one vote at Partnership meetings. Other officers shall be entitled to attend and participate as appropriate with the consent of the Chairman
- 1.3 The Chief Executives (or equivalent) of each party shall be entitled to attend meetings of the Partnership
- 1.4 The members of the Partnership may by unanimous Agreement admit additional members to the Partnership on such terms and conditions as may be agreed
- 1.5 A member authority may withdraw from the Partnership on giving to the other members 6 months written notice. Such withdrawal shall be without prejudice to any existing liabilities and obligation.
- 1.6 A representative of GEP shall sit on the Gloucestershire Strategic Partnership Access and Exclusion Group to form a link between the partnerships. Until further notice, this will be Gloucester City Council.

2. Meetings

- 2.1 The Meetings of the Officers' Group shall be chaired by the Chief Executive or equivalent of one member authority. For the first 12 months of this Agreement the Managing Director of Cheltenham Borough Council shall be the Chairman. Thereafter the parties shall agree a Chairman from a different Authority on a 12 month rotational basis. The meetings of the Members' Group shall be chaired by an elected member on a rotational basis for 12 months. The Chairs of the Officers' Group and Members' Group shall be from different authorities. When the groups meet as GEP, the Chair of the Members' Group shall chair the Meetings. The Chief Executive/Managing

Director Chair of the Officers' Group shall be responsible for reporting to the LGA Branch of Gloucestershire on GEP issues.

- 2.2 The quorum for meetings of the Partnership will be at least one representative from all member authorities. Each person should have authority to make decisions on behalf of their authority on the implementation of the agreed strategy.
- 2.3 Each member authority shall have one vote which may be cast by the representative with delegated authority to vote. Within the agreed strategy, the Partnership shall proceed on the basis of consensus. In the event of disagreement, decisions to proceed shall be on the basis of no member actively voting against the proposal. In circumstances where members actively wish to vote against a proposal, the issue shall be referred to the LGA branch. The Chief Executive/Managing Director Chair shall use her/his discretion in about matters which constitute strategy and shall be referred to the branch.
- 2.4 The Partnership shall meet on a monthly basis. The Meetings shall be arranged by the Programme Manager and scheduled for the year ahead. Agendas and relevant papers shall be circulated to give representatives time to consult with their authorities before attending meetings.

3. Administration

- 3.1 In the first instance the Forest of Dean District Council shall provide the banking facilities in respect of the Fund
- 3.2 The provision of secretarial facilities including the preparation of agenda and minutes of meetings shall be provided by the Programme Manager's admin support. Until the appointment of a Programme Manager, the agenda sending and minute taking will be undertaken by Gloucestershire County Council. The £5,000 contribution from authorities towards the partnership shall be used to fund this admin support.
- 3.3 The Partnership may delegate any of its functions to a sub-group of representatives of its members for the delivery of one or more of the E Government Projects. Such sub-group shall report on a regular basis to the Partnership and all decisions will be made by the Partnership

4. Projects

- 4.1 A member authority may choose not to take the benefit of a particular E Government Project in which case that authority shall have no influence or voting rights in respect of that project. A member authority which has withdrawn from a Project may nevertheless rejoin at a later date if the participating members so agree
- 4.2 The Partnership will allocate responsibility for implementation of each of the E Government Projects to one or more member authorities which will undertake to complete the Project in accordance with its internal standing orders and financial regulations
- 4.3 The Partnership will set up clear monitoring procedures for all financial matters. Each member authority responsible for a Project shall present regular progress reports to the Partnership and all decisions shall be made by the Partnership
- 4.4 The parties agree that they will operate a formal project management system for all Projects. A Project Board shall be established for each Project comprising representatives from parties wishing to participate in that Project

5. Finance

Each party shall contribute to the Partnership Fund such sum of money as shall be agreed. The Partnership Fund may be used for expenditure on behalf of the Partnership as agreed from time to time, including the admin support for the Programme Manager post. On termination of this Agreement the balance standing to the Partnership Fund shall be distributed amongst the remaining members in the proportions in which initial contributions were made

SIGNED by the said
CHELTENHAM BOROUGH
COUNCIL in the presence of:-

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SIGNED by the said
COTSWOLD DISTRICT COUNCIL
in the presence of:-

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SIGNED by the said
FOREST OF DEAN DISTRICT
COUNCIL in the presence of:-

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SIGNED by the said
GLOUCESTER CITY COUNCIL
in the presence of:-

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GLOUCESTERSHIRE COUNTY COUNCIL
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