

SOUTH EAST GRID FOR LEARNING

CONSORTIUM AGREEMENT

THIS AGREEMENT is made the

day of

201

BETWEEN

1. Bracknell Forest Borough Council of Times Square, Market Street, Bracknell, RG12 1JD
2. Brighton & Hove City Council of Hove Town Hall, Norton Road, Hove, BN3 3BQ, East Sussex
3. East Sussex County Council of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1SG
4. Hampshire County Council of Education County Office, Castle Avenue, Winchester, Hampshire, SO23 8UG
5. Kent County Council of County Hall, Maidstone, Kent, ME14 1XQ
6. Medway Council of Gun Wharf, Dock Road, Chatham, Kent, ME4 4TR
7. Reading Borough Council of Civic Offices, Bridge Street, Reading, RG1 2LU
8. Southampton City Council of Civic Centre, Southampton, SO14 7LY
9. Surrey County Council of County Hall, Penrhyn Rd, Kingston upon Thames, Surrey, KT1 2DN
10. West Berkshire Council of Council Offices, Market Street, Newbury, Berkshire, RG14 5LD
11. West Sussex County Council of County Hall, West Street, Chichester, West Sussex, PO19 1RQ
12. Wokingham Borough Council, Civic Offices, Shute End, Wokingham, Berkshire, RG40 1BN

IT IS HEREBY agreed as follows:-

1. RECITALS

- 1.1. The parties to this Agreement (“the Consortium Members”) are all Local Authorities who have joined together to continue certain activities as a consortium for the purposes set out in this Agreement entitled “South-East Grid for Learning” (“SEGfL”).

- 1.2. The Consortium Members shall commit to pay the annual Membership Fee to fund the activities of SEGfL.
- 1.3. SEGfL is a Regional Broadband Consortium (RBC).
- 1.4. The Consortium Members have an established sound record of educational and professional collaboration with each other in relation to education, training, teacher training, curriculum advice and relevant statistical analysis and benchmarking.
- 1.5. This Agreement represents a variation to the SEGfL Consortium Agreement originally entered in to by the Consortium Members and others on 18 January 2005.
- 1.6. The Consortium Members are mindful of their duties and responsibilities to secure best value within the meaning of Section 3 (1) of the Local Government Act 1999.

2. **INTERPRETATION**

- 2.1. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings

“Best Value”

means either or both of the optimum combination of whole-life cost and quality or fitness for purpose to meet the user's requirements and/or the optimum combination of economy, efficiency and effectiveness in either or both cases so as to enable a best value authority within the meaning of Section 1 of the Local Government Act 1999 to comply with its duty under Section 3 (1) of that Act;

“the Commencement Date”

means the date hereof;

“the Consortium”

means and shall be treated as a reference to the Consortium Members acting together within the terms of and for the purposes of this Agreement;

“Consortium Manager”

means the manager responsible for the management and maintenance of SEGfL on behalf of the consortium or such other person as may be appointed from time to time;

“the Consortium Members”

means the parties to this Agreement (other than any Consortium Members who shall at any time have left the Consortium under clause 7.12 together with any additional member or members who may be admitted to the Consortium from time to time pursuant to clause 14.1 and the expression “Consortium Member” shall be construed accordingly;

.

“Data Protection Legislation”

means the General Data Protection Regulation (GDPR) (which shall come into effect during the course of this Agreement on 25 May 2018), Data Protection Act 1998, the EU Data Protection Directive 95/46/EC;

“Environmental Information Regulations”

means the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations; the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“FOIA”

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

“Framework Agreements”

mean the framework agreements that the Lead Authority may enter into (and which the Consortium Members may call-off from), or has already entered into prior to the Commencement Date on behalf of the Consortium;

“ICT”	means information and communications technology;
“Information”	has the meaning given under section 84 of the FOIA;
“the Lead Authority”	means East Sussex County Council or such other Consortium Member as shall be appointed from time to time as the Lead Authority for the purposes of Clause 6;
“Membership Fee”	means the funding from each Consortium Member which is pooled for the purposes of running SEGfL under the decisions made by Steering Group, at a level agreed each year;
“Prohibited Act”	means any of the prohibited acts set out in clause 25.1;
“Regional Broadband Consortium (RBC)”	means one of eight regional broadband consortia originally established to provide cost-effective and co-ordinated broadband connectivity for schools in England;
“Request for Information”	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations and “Requests for Information” shall be construed accordingly;

“Proportionate Share”	means the share each Consortium Member has of the liabilities associated with this Agreement, as more particularly set out in Schedule 2;
“Reserved Funding”	means the funds held as a reserve to cover the cost of closedown of the SEGfL Consortium, including redundancy of SEGfL Staff;
“the Staff”	means the staff of SEGfL appointed by or seconded to the Lead Authority pursuant to and as provided by Clause 9;
“Steering Group”	means the Steering Group detailed in Clause 7;
“SEGfL”	means the South East Grid for Learning, initially established as a Regional Broadband Consortium and continuing its activities as referred to in this Agreement;
“the SEGfL area”	means the areas for which the Consortium Members are the Local Authorities;
“SEGfL Funds”	means the funds held by SEGfL for day to day operation of the SEGfL Consortium;
“SEGfL Management Group”	means the elected Steering Group members tasked with, among other things, improving the effectiveness and efficiency of the of the SEGfL Steering Group. Members of the SEGfL Management Group shall include the Consortium Manager and up to six (6) elected Consortium Members;

“SEGfL Office”

the office function necessary to support the activities of SEGfL, whether virtual or physical.

“Term”

means the term of this Agreement detailed in Clause 15.

- 2.2. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 2.3. Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 2.4. Reference to Clauses and Schedules are references to Clauses and Schedules of this Agreement and any reference to a sub provision is, unless otherwise stated, a reference to a sub-provision of the provision in which the reference appears.
- 2.5. The clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

3. PURPOSES

SEGfL has the following purposes:-

- 3.1. To provide an organisation in which Consortium Members can share the experience of the use of technology in learning and participate in projects of mutual benefit.
- 3.2. To secure and provide high bandwidth connections and associated services to schools and other public sector sites designated by each Consortium Member in the SEGfL area.
- 3.3. To provide, through purchase, licensing or direct development, hardware, software, services and training which are to be made available to learners in support of both school age pupils and others engaged in lifelong learning.

SEGfL should use its regional status to ensure value-for-money in the procurement of such resources and will use joint procurement where appropriate, and not the subject of direct development by a Consortium Member.

- 3.4. To comply with national technical and educational standards and to gain benefit for the SEGfL area from participation with all other organisations with similar aims.
- 3.5. To promote broadening access to educational and life long learning materials and to offer materials appropriate to the needs of those with additional or special needs and in doing so to promote policies of social inclusion.
- 3.6. To work with other relevant bodies, within the region and nationally for the mutual benefit of the Consortium Members and the people in the SEGfL area.
- 3.7. To provide eSafety and Safeguarding awareness and training to schools.

4. NATURE OF THE CONSORTIUM

- 4.1. The Consortium Members declare that their consortium of Local Authorities for the purposes of running SEGfL shall take the form of the contractual relationship and mutual commitments between them created by this Agreement and the Consortium shall henceforth and from the date hereof be constituted accordingly.
- 4.2. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Consortium Members or any of them and none of the Consortium Members shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Consortium Members other than:-
 - 4.2.1. the Lead Authority expressly so authorised by the Steering Group (save for the exercise of its powers in Clause 6 where such authorisation may not be required); or
 - 4.2.2. any other Consortium Member expressly so authorised by the Steering Group for a purpose within the powers and competence of the Steering Group (and then in either case only strictly in accordance with the

terms of this Agreement).

- 4.3. The Consortium shall have no legal existence apart from the Consortium Members and the commitments between them under this Agreement. The assets save for Intellectual Property (which is governed by the provisions of Clause 17) and funds (if any) of the Consortium will vest in the Lead Authority and will be held for and on behalf of the Consortium Members in their Proportionate Shares.

5. **PROCUREMENT**

- 5.1. To optimise the function of the Consortium the Consortium Members shall:
 - 5.1.1. permit the Lead Authority to enter in to Framework Agreements for use by the Consortium Members;
 - 5.1.2. permit the Lead Authority to use Framework Agreements offered by other public sector bodies that the Consortium is eligible to use.
 - 5.1.3. ensure that any agreement with the Framework Agreement for use by the Consortium Members complies with the Data Protection Legislation.
- 5.2. In the event that the Consortium agrees to run its own Framework Agreement then the Steering Group will determine how it should be funded.
- 5.3. The Consortium Members agree that the Lead Authority subject to the direction of the Steering Group shall procure Agreements and Framework Agreements in accordance with the procurement conditions in Schedule 1.

6. **(A) ROLE OF LEAD AUTHORITY**

- 6.1. East Sussex County Council is hereby appointed as the Lead Authority of the SEGfL Consortium.
- 6.2. The roles of the Lead Authority shall be exercised subject to the approval of the Steering Group and shall be as follows:-
 - 6.2.1. in conjunction with the Consortium Manager to act as the representative of the Consortium in any discussions or negotiations or other appropriate transactions with other public or industry bodies in

relation to SEGfL;

- 6.2.2. to maintain a SEGfL Office function to support and, within the roles and responsibilities agreed by the Steering Group, manage the functions of SEGfL;
 - 6.2.3. subject to Clause 9 and subject to the indemnities contained in Clause 9.5 to be responsible for all staffing arrangements necessary to support the SEGfL Office and for containing staff costs within the SEGfL budget. The permanent staffing complement is the SEGfL Consortium Manager. Other staff are as agreed by the Steering Group.
- 6.3. The Lead Authority shall have full authority and power to act within the scope of the roles and responsibilities set out in Clause 6.2 and / or to enter into contracts and / or commitments on behalf of all of the Consortium Members in the course of or for the purpose of doing so subject to the approval of the Steering Group.
- 6.4. Each of the other Consortium Members shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and / or contribute and pay its Proportionate Share of all or any liabilities claims costs and / or expenses of or incurred by the Lead Authority in or in connection with or in the course of or as a result of:-
- 6.4.1. properly performing or discharging its roles and / or responsibilities under this Agreement as the Lead Authority; and / or
 - 6.4.2. undertaking any contract or commitment on behalf of the Consortium for the purposes of SEGfL in accordance with the authority given to it by or pursuant to or as referred to in this Agreement; and / or
 - 6.4.3. acting in the course of its duties as the Lead Authority; and / or
 - 6.4.4. appointing and / or employing or accepting the secondment to it in its capacity as the Lead Authority of any member of the Staff; and / or
 - 6.4.5. providing any service or resource or assistance or in-kind support required on its part or from it in its capacity as the Lead Authority or in the course of its duties as such;

6.4.5.1. with the intent that the Lead Authority and the other Consortium Members shall be liable in Proportionate Shares and / or responsible for all such liabilities claims costs and / or expenses in Proportionate Shares provided always that where liabilities claims costs and expenses have been incurred by the Lead Authority the Lead Authority shall be under a duty to mitigate its loss in accordance with the principles of the common law.

- 6.5. Save in respect of the negligent act or omission of the Lead Authority in the discharge of its powers detailed in Clause 6.3 (but only in so far as these are discharged without the approval of the Steering Group in which event a duty of care will be owed by the Lead Authority to the Consortium Members) the Lead Authority shall owe no duty of care to the Consortium Members and have no liability or responsibility in respect of or in relation to the proper performance or discharge of (or omission to perform or discharge) any role or function referred to in Clause 6.2 and Clause 6.3 the discharge or exercise of which requires the approval of the Steering Group or which is otherwise 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 Steering Group.
- 6.6. The Lead Authority shall owe no duty of care to the other Consortium Members or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Steering Group and any performance thereof or failure to perform the same on the part of the Steering Group.
- 6.7. The Lead Authority may resign as such by giving not less than twelve months' notice in writing to each of the other Consortium Members expiring at the end of any financial year of SEGfL unless SEGfL is no longer financially viable and shall be deemed to have resigned if required to resign by notices in writing given to the Lead Authority by a simple majority of the Consortium Members and expiring at the end of any financial year of SEGfL and in the event that the Lead Authority shall so resign or be deemed to have resigned the Consortium Members shall appoint another Consortium Member to act as and be the Lead Authority with effect from the date upon which any such resignation or deemed resignation as aforesaid shall itself take effect PROVIDED THAT in the event of disagreement as to which of the Consortium Members should be appointed as the Lead Authority the will and the nomination of a majority of the Consortium Members shall apply.

- 6.8. The Lead Authority shall hold the Reserved Funding for use at the end of this Agreement, and all the Consortium Members are jointly and severally liable for this Reserved Funding and agree to indemnify the Lead Authority against any liabilities claim costs and / or expenses incurred as a result of the prescribed use of the Reserved Funding.
- 6.9. The Lead Authority shall divide the remaining Reserved Funding equally between the remaining Consortium Members, after payment of any expenses incurred as a result of the termination or expiry of this Agreement.

7. STEERING GROUP

- 7.1. The Steering Group shall be responsible for the strategic direction and supervision of SEGfL. In particular, the Steering Group shall approve annually the SEGfL development plan and the associated SEGfL budget.
- 7.2. The Steering Group shall be constituted by the appointment by each of the Consortium Members of the representatives referred to in Clause 7.3.
- 7.3. The Consortium Members shall each appoint a representative to serve on the Steering Group which shall accordingly comprise the same number of members as the number of Consortium Members and consist of the duly appointed representatives of the Consortium Members.
- 7.4. The Consortium Members shall appoint as their representatives to serve on the Steering Group persons who are suitably qualified and experienced and have the suitable authority to act as members of a supervisory board for SEGfL and who shall be officers of the Consortium Members of appropriate standing and seniority or somebody appointed by that Consortium Member to serve in this role.

- 7.5. The Steering Group shall not be a committee or joint board of any one or more of the Lead Authority or the Consortium Members and shall have no separate or legal existence apart from the Consortium Members. Accordingly the Steering Group shall have no authority or power as an independent or separate body as such. The Steering Group shall operate as a forum in which the representatives of the Consortium Members shall meet and in which each such representative shall have power or delegated authority to make decisions in relation to SEGfL and to commit the Consortium Member which he represents to a decision or a course of action (in relation to SEGfL and within the role or responsibilities of the Steering Group) which shall be agreed by all the members of the Steering Group. In consequence, if a member of the Steering Group shall not be present at any meeting of the Steering Group he shall be informed by the SEGfL Consortium Manager of the decisions made and his agreement to a decision or a course of action (in relation to SEGfL and within the role or responsibilities of the Steering Group) may be given in writing.
- 7.6. The Consortium Members each represent to each other that they have the legal power to delegate such authority to the relevant person.
- 7.7. The Consortium Members each undertake that they shall ensure the delegate has the necessary authority to act as their representative on the Steering Group to enable such representative to act in accordance with Clause 7.5 and to commit the Consortium Member which he or she represents within the terms of and as contemplated by Clause 7.5.
- 7.8. Each Consortium Member shall give notice in writing to the Lead Authority of the appointment of its representative.
- 7.9. No Consortium Member shall remove a person as its representative on the Steering Group without appointing another person in his place.
- 7.10. No Consortium Member shall appoint a person as its representative on the Steering Group without the necessary authority as stated in Clause 7.6.
- 7.11. Although it is anticipated that Consortium Members wish to attend Steering Group meetings, it is recognised that it is not always possible to send a representative and that as long as the Membership Fee is paid a Member is deemed to be an Active Member of the Consortium and is informed per

Clause 7.5.

- 7.12. If any Consortium Member (apart from the Lead Authority) wishes to resign its membership of SEGfL, then it shall forthwith give notice of no less than six months thereof to the Lead Authority.
- 7.13. Steering Group has the right to ask a Consortium Member to resign based on non-payment of the Membership Fee or inappropriate representation.
- 7.14. Such resignations or deemed resignations shall take effect as a release and discharge of such Consortium Member from this Agreement from the expiry date of such notice and the terms and obligations herein continued but without prejudice to:-
- 7.14.1. the rights of any party hereto in relation to any antecedent breach of agreement or obligation on the part of any other party hereto;
- 7.14.2. the rights of any other Consortium Members to be indemnified pursuant to Clause 9.5 by the Consortium Member resigning against any loss, claim, costs or damages relating to the period during which the resigning Consortium Member was a Consortium Member.
- 7.15. In the event of the resignation or deemed resignation of any Consortium Member as referred to in Clauses 7.12, this Agreement shall continue to take effect and shall remain in force and be binding upon all other Consortium Members (subject only to the release mentioned in Clause 7.14 of the Consortium Member who shall have resigned) and it is hereby agreed that:-
- 7.15.1. the share of the Consortium Member who shall have resigned or deemed to have resigned in the assets and funds of the Consortium (if any) shall vest in Proportionate Shares in the remaining Consortium Members and the resigning Consortium Member shall not be entitled to repayment or distribution of assets or funds upon the subsequent expiry or termination of this Agreement ; and
- 7.15.2. the Steering Group shall continue to operate in accordance with the provisions of this Agreement.
- 7.16. Uniquely among Consortium Members the Lead Authority shall have more than one officer of the Authority present at Steering Group meetings to carry

out support duties.

7.17. Save for the agreements as to funding under clause 10.1, no decision or commitment shall be capable of being made by the Steering Group which shall be binding on all the Consortium Members save one made by a three quarters (3/4) majority. In the event that a member of the Steering Group shall not be present at any meeting of the Steering Group, the decision shall not be binding upon that Consortium Member until his agreement has been given in writing. Any Consortium Member not present at a meeting when a decision is agreed has 14 days to agree and if that member does not respond in writing their decision is assumed consent.

7.18. The Consortium Members agree that they will act in good faith and with goodwill and in accordance with the spirit of this Agreement and use all reasonable endeavours to procure that the Steering Group shall:-

7.18.1. act by consensus;

7.18.2. reach three quarters (3/4) majority agreements and decisions timeously and in the overall interests of SEGfL; and

7.18.3. avoid in so far as possible deadlock over necessary decisions and / or situations in which some but not all of the members of the Steering Group shall propose to act.

7.19. The roles and responsibilities of the Steering Group shall be as follows:-

7.19.1. to direct SEGfL (in the sense of giving strategic direction to SEGfL but not becoming involved in its day to day management);

7.19.2. to exercise overall control over SEGfL in terms of ensuring that:-

7.19.2.1. the activities of SEGfL are being properly managed; and

7.19.2.2. progress is monitored;

7.19.3. to represent SEGfL at national level and to or with other relevant bodies;

7.19.4. to monitor existing sources of funding and seek additional sources of funding for SEGfL;

- 7.19.5. to report to the group of chief officers of the Consortium Members from time to time for the purposes of monitoring the Steering Group's plans and reporting progress with SEGfL;
 - 7.19.6. to receive reports from the Task Groups detailed in Clause 8 ;
 - 7.19.7. to promote high standards of quality assurance in the management of SEGfL;
 - 7.19.8. to oversee the development of standards for management and content development for SEGfL;
 - 7.19.9. to approve all arrangements proposed by the Lead Authority for the staffing of SEGfL;
 - 7.19.10. to oversee and approve the preparation of all budgets, plans, and business plans for SEGfL and any changes thereto;
 - 7.19.11. to keep under review and develop the requisite strategic procurement policy or policies for SEGfL and in particular to approve any draft agreements;
 - 7.19.12. to perform any other functions relevant to SEGfL which would normally be within the competence of a strategic board (of which the members were non-executive) of a public or quasi public body (but subject to and within the terms of this Clause 7);
 - 7.19.13. to make arrangements and reach decisions required to be made and reached upon termination of this Agreement and to give directions to the Lead Authority regarding the distribution of any jointly procured assets and unexpended SEGfL Funds (if any) between the Consortium Members.
 - 7.19.14. to appoint and provide a Chair for each Steering Group meeting, with that Chair being appointed on a rotational basis.
- 7.20. The Steering Group shall perform the role of accounting officer in respect of SEGfL Funds held and shall make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such SEGfL Funds.

8. TASK GROUPS

- 8.1. The Steering Group is responsible for establishing task groups to support, where appropriate, the priorities identified in the SEGfL development plan (clause 7.1).
- 8.2. The one standing task group shall be the SEGfL Management Group. The terms of reference of the SEGfL Management Group are included as an Appendix to this document.
- 8.3. Each task group shall have terms of reference approved by the SEGfL Management Group and shall report through the SEGfL Management Group or directly to Steering Group as agreed in the specific terms of reference.
- 8.4. Any task group shall have the roles and responsibilities within and in relation to their individual areas of competence corresponding to the roles and responsibilities of the Steering Group but all such roles and responsibilities shall be exercised (and shall only be exercisable) subject to the prior approval and supervision of the Steering Group.
- 8.5. The competence of any task group shall be established by the Steering Group upon its establishment.

9. STAFF

- 9.1. The Consortium Members agree that sufficient and appropriate staff shall be engaged or made available to manage the activities undertaken by SEGfL.
- 9.2. The Lead Authority shall (subject to the approval of the Steering Group) be responsible for staffing arrangements including the maintenance of staffing costs within the budget allowed for the Staff, advertising, interviewing and selecting staff save that the Lead Authority shall not select any person as a member of the Staff unless the Steering Group or the relevant task group (as the case may be) shall have given its prior approval pursuant to Clause 9.3.2 below to the engagement of that person.
- 9.3. Engagement of the Staff shall be undertaken as follows:-
 - 9.3.1. The Consortium Members agree that staff shall (subject to Clause 9.3.3 below) be appointed by the Lead Authority and where relevant or

appropriate or time permits the members of the Staff shall be appointed by a competitive process.

9.3.2. The selection of each member of the Staff shall be approved by whichever of the Steering Group or relevant task group shall oversee the work of such members of the Staff **PROVIDED THAT** the relevant group shall see a full CV and reference for the person concerned and where practicable the Chairman of the relevant task group shall interview him or her.

9.3.3. Where any member of the Staff selected pursuant to Clause 9.2 is currently employed by a Consortium Member that individual shall remain employed by the relevant Consortium Member and shall be seconded to the Lead Authority for the purposes of SEGfL for the Term or other period as agreed between the Consortium Members. The Consortium Members agree that when this clause applies they will enter into a secondment agreement with the Lead Authority in a form to be agreed or approved by the Steering Group.

9.3.4. Where the person selected pursuant to Clause 9.2 is not currently employed by a Consortium Member the Lead Authority shall employ such individual.

9.4. The members of Staff shall report to the Steering Group or other relevant task group as specified in their job description or as otherwise agreed by the Steering Group.

9.5. The following indemnity is agreed:-

9.5.1. The Consortium Members agree that the Lead Authority shall be entitled to call on the Reserved Fund to pay any redundancy or other claim arising in respect of the termination of the employment of any member of the Staff arising in the course of carrying out or terminating SEGfL, its activities in total, or the Consortium.

9.5.2. If the Reserved Fund shall not be sufficient to meet the loss, costs or damages incurred by or successful claims against the Lead Authority relating to SEGfL the other Consortium Members shall each indemnify the Lead Authority against a Proportionate Share of the amount

incurred by or successfully claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for its own Proportionate Share).

9.5.3. Where Consortium Members other than the Lead Authority shall have entered into a secondment agreement pursuant to Clause 9.3.3 the other Consortium Members shall each indemnify the Consortium Member making such secondment for a Proportionate Share of any loss, costs or damages or amount successfully claimed against that Consortium Member in connection with the relevant secondment agreement (to the intent that the relevant Consortium Member shall likewise be liable for its own Proportionate Share).

9.5.4. In this Clause 9 the terms “successfully claimed” and “successful claim” mean claims which have either been the subject of an agreed settlement between the claimant and the Consortium Members or claims which have been the subject of successful litigation by the claimant save in respect of a negligent act or omission of the Lead Authority which has not been the subject of the approval of the Steering Group.

10. **FUNDING**

10.1. The basis for funding SEGfL is the Membership Fee which will be agreed unanimously by the Steering Group on an annual basis and will be inclusive of VAT.

10.2. The Membership Fee will be reviewed annually on the anniversary of the Commencement Date solely for the purpose of maintaining “cost neutral” status or a reduction in cost which the SEGfL Consortium is able to pass on.

10.3. The Lead Authority shall invoice the Consortium Members annually at the beginning of the financial year. The Lead Authority shall, if requested by one of the Consortium Members, facilitate electronic delivery of invoices and invoice payments using direct interchange systems such as (but not limited to) XML or CSV or via .pdf invoices emailed to the relevant Consortium Member.

10.4. Subject to clause 10.5, the Consortium Members shall pay all sums due to the

Lead Authority, acting on behalf of SEGfL, within thirty (30) days of receipt of a valid invoice.

- 10.5. The Consortium Members shall notify the Lead Authority in writing within thirty (30) days of the date of the relevant invoice if it disputes any of the charges payable under such invoice. Such disputes shall be resolved in accordance with the provisions of clause 24 (Disputes and Arbitration).

11. PROVISION OF NON CASH RESOURCE

- 11.1. The Consortium Members shall commit such non-monetary resources and assistance and in-kind support to SEGfL as shall be reasonably and appropriately requested by the Lead Authority from time to time.
- 11.2. No requirement or request shall be made of a Consortium Member under Clause 11.1 which shall have the effect of compelling that Consortium Member to incur unbudgeted expenditure for the purposes of making available to SEGfL any such resources assistance or support as are referred to in Clause 11.1.

12. EMPLOYMENT OF CONSULTANTS

- 12.1. The Lead Authority may engage and pay and charge to the SEGfL Funds, the fees of such consultants and professional advisers as shall be reasonably required to be engaged and estimates of whose fees shall have been included in the budget or budgets from time to time approved by the Steering Group.
- 12.2. The other Consortium Members shall each indemnify the Lead Authority against a Proportionate Share of any such fees as are referred to in Clause 12.1 and which may not be answered out of SEGfL Funds (with the intent that the Lead Authority shall itself be responsible for its own Proportionate Share).

13. REPORTING

- 13.1. The Lead Authority shall be responsible for promoting high standards and regularity of such reporting (both financial and of progress) and the Consortium Members shall use their reasonable endeavours to procure that such standards are adhered to and continuously improved.

13.2. The Consortium Members shall co-operate and use their reasonable endeavours in procuring that high and effective standards of quality assurance of all aspects of SEGfL are established, generally understood and consistently maintained and observed.

14. **ADDITIONAL MEMBERS**

14.1. If all the members of the Steering Group shall agree additional members may be admitted to the Consortium provided that they are:

14.1.1. Local Authorities

and **PROVIDED THAT** any prospective additional member shall not become a Consortium Member unless they:-

14.1.2. agree to pay the Membership Fee;

14.1.3. execute a Deed of Adherence in the Form set out in Schedule 3;

14.1.4. pass a resolution to delegate authority to the Lead Authority;

14.1.5. appoint a representative to serve on the Steering Group in accordance with Clause 7.3;

14.1.6. agree to be bound by the terms of this Agreement;

14.1.7. assume a proportion of any pre-existing liability or liabilities of the Consortium in accordance with its Proportionate Share; and

14.1.8. comply with all other reasonable requirements of the Steering Group.

15. **DURATION AND TERMINATION**

15.1. This Agreement shall come into effect on the date of this Agreement and shall continue in force until 30th November 2027 unless extended by authorisation of the Steering Group. This with the proviso that such an extension will be considered annually, in November, by the Steering Group.

16. **PROVISIONS ON TERMINATION**

Upon termination of this Agreement for any reason whatsoever the following shall apply:

16.1. Unless agreed to the contrary by the Consortium Members, the assets jointly

procured using SEGfL Funds and unexpended SEGfL Funds (if any) shall continue to be vested in the Lead Authority and held by it for and on behalf of the Consortium Members in their Proportionate Shares and each Consortium Member will contribute a Proportionate Share of the maintenance costs, on going service costs and any other costs or liabilities associated with the ICT assets until distributed pursuant to Clause 7.19.3.

16.2. The secondment agreements in respect of the seconded member of the Staff will terminate and the Lead Authority shall, if necessary, terminate the Contracts of any members of the Staff employed by the Lead Authority specifically for SEGfL.

17. INTELLECTUAL PROPERTY

17.1. All Intellectual Property created by any or all of the Consortium Members, the Staff or any agent or subcontractor of a Consortium Member in fulfilment of the purposes of SEGfL shall vest in the Lead Authority.

17.2. Where SEGfL Intellectual Property includes software, designs, documentation or other property subject to copyright the Consortium Members shall assign absolutely to the Lead Authority the copyright and all other rights of a like nature conferred under the laws of the United Kingdom and all other countries of the world in such property and all modifications, enhancements and amendments made by the Consortium Members to such property for the Lead Authority for the full term during which the copyright and any renewals or extensions shall subsist.

17.3. The Lead Authority shall grant to each other Consortium Member the non exclusive royalty free licence to use, operate, copy and modify SEGfL Intellectual Property for the purpose of SEGfL or otherwise for the internal purposes of that Consortium Member.

17.4. Where a contract with a third party is entered into by the Lead Authority acting on behalf of the Consortium the Lead Authority shall ensure, and the Consortium Members shall co-operate to ensure, that the consent of the third parties to the use by the Consortium Members of any third party Intellectual Property is obtained.

17.5. Where in connection with SEGfL a Consortium Member uses any Intellectual

Property which is already owned by the Consortium Member that Consortium Member shall grant to the other Consortium Members a non-exclusive royalty free licence to use, adapt, maintain and support such Intellectual Property subject always to any prior licensing or other arrangements or agreements entered into by the Consortium Member in respect of such Intellectual Property.

17.6. The Consortium Members shall use all reasonable endeavours to procure that any licences for third party products reasonably necessary for SEGfL are perpetual and contain terms which will allow the Consortium Members to use, operate, copy and modify the products for the Term and after termination of this Agreement.

17.7. The following provisions shall apply in the event that the Lead Authority shall, during the Term or during a period commencing six years from the termination of this Agreement, sell or otherwise remuneratively exploit the Intellectual Property:-

17.7.1. The Lead Authority will keep books of account containing details of remuneration received and expenses incurred by the Lead Authority in respect of the sale or other remunerative exploitation of the Intellectual Property.

17.7.2. The Lead Authority will deduct from the remuneration received by the Lead Authority the expenses incurred by the Lead Authority as a result of the sale or exploitation and will divide the net profit achieved between each Consortium Member (including the Lead Authority) in accordance with each Consortium Member's Proportionate Share.

17.7.3. The constitution of the Consortium Members and the Proportionate Share of each will be established by reference to the following:-

17.7.3.1. In the event that the remuneration is received following the termination of this Agreement the Consortium Members shall be those Consortium Members as at the date of termination of this Agreement and each Consortium Member's Proportionate Share will be the Share held by each at that date.

17.7.3.2. In the event that the remuneration is received during the Term then the Consortium Members shall be those Consortium Members as at the date of receipt of the remuneration and each Consortium Member's Proportionate Share will be the share held by each at that date.

18. FREEDOM OF INFORMATION

18.1. The Consortium Members acknowledge that the Lead Authority and the other Consortium Members are all subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Lead Authority and with each other to enable them to comply with their Information disclosure obligations.

18.2. The party in receipt of the Request for Information shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other contract whether the Confidential Information and / or any other Information is exempt from disclosure in accordance with the FOIA or the Environmental Information Regulations.

18.3. The parties shall not disclose any other party's Confidential Information in response to a Request for Information without first consulting that party.

18.4. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA or the Environmental Information Regulations, the text of this Agreement and any Schedules to this Agreement are not Confidential Information.

18.5. Subject to the Clause 18.3, each Consortium Member hereby gives its consent for any Consortium Member to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form that Consortium Member decides.

19. FORCE MAJEURE

The Consortium Members shall not be liable to each other for any failure to perform their obligations under the Agreement where such performance is rendered impossible by circumstances beyond its control.

20. ROYALTIES AND PATENTS RIGHTS

The Membership Fee includes all payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of performing the Agreement.

21. CONFLICT OF INTEREST

Any Consortium Member shall notify the Lead Authority promptly upon becoming aware of any possible conflict of interest which may arise between the interest of a Consortium Member and of any other Consortium Member.

22. PROTECTION OF PERSONAL DATA

22.1. The Consortium Members shall comply with any notification requirements under the Data Protection Legislation and all Parties will duly observe all of their obligations under the Data Protection Legislation which arise in connection with this Agreement.

22.2. Each of the Consortium Members shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause another party to breach any of its applicable obligations under the Data Protection Legislation.

22.3. The provisions of this clause 22 shall apply during the Agreement Period and indefinitely after its expiry.

23. DATA QUALITY

Each Consortium Member shall ensure the information it provides to SEGfL from its own sources is accurate and shall use all reasonable endeavours to ensure the information it provides to SEGfL from third parties is accurate.

24. DISPUTES AND ARBITRATION

24.1. The Consortium Members will use all reasonable endeavours to resolve by agreement any dispute, difference or question between them with respect to

any matter or thing arising out of or relating to the Agreement including a reference to conciliation by an independent person to be agreed between the Consortium Members, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the Consortium Members in carrying out his duties, and may be given by agreement between the parties the duty to recommend or approve terms of settlement between the Consortium Members.

- 24.2. Any dispute, difference or question between the Consortium Members with respect to anything within the expertise of a technical expert arising out of or relating to the Agreement which cannot be resolved under clause 24.1 shall at the instance of any Consortium Member be referred to a person agreed between the Consortium Members, or, in default of agreement within seven (7) days of notice from any Consortium Member calling on the other Consortium Members so to agree, to a person chosen on the application of any Consortium Member by President for the time being of the Chartered Institute of Arbitrators as having the appropriate expertise.
- 24.3. Such person shall be instructed to reach his decision as soon as reasonably practicable. Such a person shall be appointed as expert and not as arbitrator and his decision shall be final and binding. The costs of such expert shall be borne equally by the Consortium Members unless the expert shall decide one Consortium Member is acting or has acted unreasonably, in which case he shall have discretion as to costs. Each Consortium Member shall bear its own costs.
- 24.4. Any dispute, difference or question between the Consortium Members with respect to any matter or thing arising out of or relating to the Agreement which cannot be resolved by negotiation or conciliation under clause 24.1 but is not within the scope of clause 24.2 including a dispute as to whether any such dispute, difference or question does fall within the said scope shall be determined in accordance with clause 27.6.

25. CORRUPT GIFTS AND FRAUD

- 25.1. The Consortium Members shall not (and will procure that anyone acting on its behalf or to its knowledge shall not):-

25.1.1. offer, give or agree to give any employee, agent or representative of the respective Council's or any other person any gift or consideration at any time as an inducement or reward:-

25.1.1.1. for doing or not doing any act in relation to the obtaining or performance of the Agreement; or

25.1.1.2. for showing or not showing favour or disfavour to any person in relation to the Agreement;

25.1.2. enter into the Agreement or any other contract with the another Consortium Member in connection with which commission has been paid or has been agreed to be paid by the Consortium Member (or anyone acting on its behalf or to its knowledge) unless (before such contract is made) particulars of any such commission have been disclosed in writing to the Steering Group.

25.1.3. commit any offence under:

25.1.3.1. the Bribery Act 2010;

25.1.3.2. section 117(2) of the Local Government Act 1972;

25.1.3.3. legislation creating offences in respect of fraudulent acts; or

25.1.3.4. common law in respect of fraudulent acts,
in relation to the Agreement; or

25.1.4. defraud, attempt to defraud or conspire to defraud any other Consortium Member.

Each of which shall be a "Prohibited Act".

25.2. The Consortium Members shall promptly inform the Steering Group of the occurrence of any Prohibited Act of which it becomes aware.

25.3. Upon notification of the occurrence of a Prohibited Act, the Steering Group shall be entitled:

25.3.1. If the Prohibited Act is committed by a member of staff, to require the

relevant Consortium Member to procure the termination of the relevant member of staff within thirty (30) days of the Steering Group's notice,

and if the relevant Consortium Member fails to procure such termination as required by clause 25.3.1, or if the Prohibited Act is the act of the relevant Consortium Member (or anyone acting on its behalf or to its knowledge), the Steering Group shall be entitled to terminate the Agreement with immediate effect by notice in writing to the relevant Consortium Member. Such a termination would not affect the Agreement between the other Consortium Members provided that the other Consortium Members are not involved in the Prohibited Act.

25.4 If the Steering Group terminates the Contract pursuant to clause 25.3 the Steering Group shall be entitled to recover from the relevant Consortium Member all costs, fines, damages and expenses (including any legal costs) incurred as a result of the Consortium Members breach.

26. **EQUALITIES**

26.1. The Consortium Members shall:

26.1.1. comply with and maintain policies to ensure that they comply with their respective statutory obligations under the Equality Act 2010, and any regulations made thereunder;

26.1.2. comply with each other's reasonable requirements from time to time in relation to the elimination of unlawful discrimination and promotion of equality of opportunity, and fostering good relations in connection with age disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation;

26.1.3. provide each other with such information as may reasonably be required for the purpose of assessing the relevant Consortium Member's compliance with this clause 26;

26.1.4. take all reasonable steps to procure the observance of the provisions of clause 26 in the provision of the Services by all Staff.

27. **GENERAL**

- 27.1. The Consortium Members shall comply with the Human Rights Act 1998 and any regulations or code of practice made thereunder.
- 27.2. Nothing herein contained or implied shall prejudice or affect the Consortium Members' rights and powers duties and obligations in the exercise of their functions as Local Authorities and / or in any other capacity (including as Local Education Authorities) and all rights, powers, discretions, duties and obligations of the Consortium Members under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Consortium Members were not parties to this Agreement and as if this Agreement had not been made.
- 27.3. The Consortium Members shall not represent themselves as being any other Consortium Member nor an agent, partner or employee of any other Consortium Member and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Consortium Member and nothing in this Agreement shall operate as to constitute any one Consortium Member an agent, partner or employee of any other.
- 27.4. This Agreement is personal to the Consortium Members and no Consortium Member shall assign to transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under this Agreement.
- 27.5. Any notice required or permitted to be given by a Consortium Member to the other Consortium Members under this Agreement shall be in writing and addressed to the Lead Authority as its principal office or in the case of a notice to the Lead Authority may be given by any other Consortium Member.
- 27.6. The Consortium Members accept the exclusive jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English Law.
- 27.7. This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

IN WITNESS thereof the Parties hereto have executed this Agreement the day and year first above written as a Deed.

Executed as a Deed by affixing)
THE COMMON SEAL of **EAST**)
SUSSEX COUNTY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **BRACKNELL FOREST**)
BOROUGH COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **BRIGHTON &**)
HOVE CITY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **HAMPSHIRE**)
COUNTY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **KENT**)
COUNTY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **MEDWAY**)
COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **READING**)
BOROUGH COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **SOUTHAMPTON**)
CITY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of)
SURREY COUNTY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **WEST**)
BERKSHIRE COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of WEST)
SUSSEX COUNTY COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL of **WOKINGHAM**)
BOROUGH COUNCIL)
hereto in the presence of:-)

.....
Authorised Signatory

SCHEDULE 1
(PROCUREMENT CONDITIONS)

1. Where the Consortium Members wish to enter into any collective procurement exercise pursuant to this Agreement they shall ensure that the procurement is in accordance with these Procurement Conditions.

2. The procurement of any future contract (on behalf of the Consortium) or framework agreement shall be undertaken by the Lead Authority under the direction of the Steering Group.

3. It is agreed by the Consortium Members that:-
 1. the Lead Authority shall agree and sign future contracts or the Framework Agreements on behalf of all Consortium Members;

 2. Under a Framework Agreement each Consortium Member should agree and sign its own call-off Contract with its preferred supplier;

 3. the standing orders of the Lead Authority should be applied to the procurement process;

 4. that the clauses required by the Lead Authority's standing orders should be incorporated into contracts to be entered into by the Lead Authority and adopted by all Consortium Members for inclusion within the framework agreements.

4. Each Consortium Member shall ensure, and warrant to the others, that it shall where the Standing Orders of the Consortium Member so requires:-

4.1 pass the necessary resolution to waive its standing orders for the procurement process and to waive the terms and conditions which its standing orders may require to be incorporated into contracts entered into by the Consortium Member;

4.2 and resolves to adhere to the standing orders of the Lead Authority for the procurement process and resolves to adopt the terms and conditions required by the Lead Authority's standing orders to the extent necessary to be incorporated into contracts to be entered into by the Lead Authority.

SCHEDULE 2

(SEGfL Membership Fee)

The level of SEGfL Membership Fee to be decided annually with the unanimous agreement of SEGfL Members.

Membership Fee 2017: £6,000 per Consortium Member

Costs to be covered from SEGfL Funds

- SEGfL Office salaries and associated costs, including administrative costs
- Central procurement costs including writing the operational requirement
- Costs associated with the regional interconnect
- Costs associated with content hosting, indexing and promotion
- Consultancy costs
- Attendance of LA personnel at scheduled task-group meetings and work directly commissioned by SEGfL Steering Group
- Funding of projects as approved by the Steering Group
- Any other expenditure as agreed by the Steering Group

Shares

Calculation of Proportionate Shares

The Steering Group unanimously agreed to split the liabilities associated with this Agreement into 'Proportionate Shares' determined on the basis of Large, Medium and Small shares, currently calculated as follows:

4 Large (4 x 3), 1 Medium (1 x 2) and 7 Small (7 x 1) = 21 Base shares (current model is calculated using third share allocation and equates to: Large (4.76 x 3), Medium (4.76 x 2) and small (4.76 x 1).

The table below demonstrates the breakdown for each Consortium Member:

Bracknell Forest	4.76%
Brighton & Hove	4.76%
East Sussex	9.52%

Hampshire	14.29%
Kent	14.29%
Medway	4.76%
Reading	4.76%
Southampton	4.76%
Surrey	14.29%
West Berkshire	4.76%
West Sussex	14.29%
Wokingham	4.76%
	100.00%

Schedule 3 – Deed of Adherence

This Deed of Adherence is dated the [20[]] and is made between [*Insert Lead Authority name and address*] acting as lead authority on behalf of [*List all current consortium members – names and addresses of each*](together called “the Consortium Members”) of the one part and [*insert name and address of new member*](“the New Consortium Member”) of the other part

Recitals

1. By an agreement made the 18th January 2005 between the Consortium Members and others who have subsequently resigned from the Original Consortium (the “Original Agreement”) the original Consortium Members entered into the Original Agreement to develop and further the purposes of the South East Grid for Leaning.
2. Clause 14.1.3 of the Agreement permits the admission of additional members to the Consortium subject to the provisions detailed in Clause 14.
3. The Consortium Members, represented by the Steering Group, (as defined in the Agreement) have decided to admit the New Consortium Member to participate in the South East Grid for Leaning Consortium Agreement and to be admitted as a party to the Agreement.

Operative Part

1. Subject to Clause 2 below the Consortium Members admit the New Consortium Member as a party to the Agreement with effect from the date of this Deed
2. The New Consortium Member agrees as follows:-
 - 2.1 That it will assume from the date hereof the rights and obligations of a Consortium Member and agree to be bound by the terms of the Consortium Agreement
 - 2.2 That it will make the financial contribution specified by the Steering Group being the Proportionate Share of the New Consortium Member in the sum of £[*Insert*]
 - 2.3 That it will pass a resolution to delegate authority to the Lead Authority in accordance with Clause 14.1.4 of the Agreement

- 2.4 That it will appoint a representative to serve on the Steering Group in accordance with Clause 14.1.5 of the Agreement;
- 2.5 That it will assume a proportion of any pre-existing liability or liabilities of the Consortium in accordance with its Proportionate Share

THE COMMON SEAL of [Insert New Consortium Member Name]

was hereunto affixed in the presence of:-

Acting for and on behalf of the Consortium Members the **COMMON SEAL**
of [*Insert Lead Council Name*] was hereunto affixed in the
presence of:-

Appendix 1 – Terms of Reference for the SEGfL Management Group

The SEGfL Management Group exists to improve the effectiveness and efficiency of the SEGfL Steering Group, and particularly to enable it to operate more strategically.

It will do so by:

- § meeting more regularly than the Steering Group;
- § developing options for discussion/agreement by the Steering Group;
- § seeking the views of Steering Group representatives and member Authorities through means other than through formal Steering Group meetings;
- § supporting the SEGfL Consortium Manager with ad hoc or urgent requests for action, consultation, or representation; in particular with Government Departments and Agencies.

The SEGfL Management Group consists of the SEGfL Consortium Manager and approximately six members elected from the SEGfL Steering Group. The group will meet regularly and is accountable to the Steering Group.

Examples of SEGfL Management Group Work:

§ SEGfL needs to constantly monitor its strategies. The SEGfL Management Group will discuss aims and objectives and feedback to Steering Group any perceived strategic priorities.

§ SEGfL sponsors projects. The SEGfL Management Group will review the outcomes and issues of suggested projects, consider establishing Task Groups or engaging consultants and then recommend a course of action, together with indicative budget, to the Steering Group.

§ From time to time, SEGfL has to respond to requests for meetings or to consultation documents. Typically, a small group of colleagues will represent Steering Group at these meetings, or will 'brainstorm' a draft response to a consultation prior to wider circulation within Steering Group. The SEGfL Management Group will include this type of activity within its remit.

§ SEGfL is required to support and develop NEN- the Education Network alongside its own interests. The SEGfL Management Group might be required to support the Consortium Manager in this work from time to time.

§ The SEGfL Management Group will seek to review the levels of commitment SEGfL makes to these initiatives and recommend the levels of resourcing required to fulfil those commitments.

§ The Steering Group will take the final decisions on whether to accept, modify or reject SEGfL Management Group recommendations.

SEGfL Management Group Elections

The Steering Group meeting that established the SEGfL Management Group set out the need to review membership annually in March. This review will be in line with subsequent resolutions approved by Steering Group so that notice for nominations to the SEGfL Management Group shall be given at a meeting as near to March as possible.

Anyone wishing to be a member of the SEGfL Management Group should first seek the approval of their Local Authority, to ensure that the level of commitment required is understood and agreed. They should then inform the SEGfL Consortium Manager of their wish to join the Group.

At the next Steering Group, usually in May, the Consortium Manager will report the situation and Steering Group will decide if an election is required and how it should be conducted.