



St Mary's  
University  
Twickenham  
London



## MEMORANDUM OF UNDERSTANDING

Between:

St Mary's University ("the University")

And

St Mary's University Students' Union ("the Union")

## **1 Introduction**

- 1.1. The Union is a Students' Union of the University as defined in the Education Act 1994.
- 1.2. For the term of this Memorandum of Understanding ("MOU"), the University shall recognise the Union as the sole representative body for the students of the University.
- 1.3. The Union is a legally separate body; however, under the Education Act 1994 ("the 1994 Act"), the University has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held accountable for its finances. The Union therefore works alongside the University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's members together with its charitable objectives are met.
- 1.4. The Board of Governors of the University ("the Board") is responsible for ensuring, in accordance with the 1994 Act, that the Students' Union operates in a fair and democratic manner and is accountable for its finances. In accordance with the requirements of the 1994 Act, the Students' Union shall have a written constitution which is subject to approval by the Governors, to be reviewed at intervals of not more than five years. The main elements of this constitution are contained within the Articles of Association of the Union.
- 1.5. Unless other bodies or officers are specifically referred to below, the University acts by and is represented by the Board of Governors and the Union acts by and is represented by the Union's Board of Trustees.
- 1.6. This MOU provides a binding framework which will govern the overall understanding of the relationship between the Union and the University. It is based on shared values and mutual respect and trust. The aim of this MOU is to set out, under a number of headings, agreed policy on issues of common concern both for the Union, its members, its trustees and the University so that a clear working relationship between the two is established.
- 1.7. This MOU is intended to safeguard the University in respect of legal obligations, risks highlighted on the University Risk Register, its ethos and values, and also the independence of the Union.
- 1.8. The University and the Union both hope that this MOU will contribute to maintaining the excellent relationship between the University and the Union and between University officers and Union Trustees which is in the interests of the University and of its students and that both parties will continue to work in partnership to develop each other's strategies, and support the measures for success that are outlined in the as outlined in its strategic plan as amended from time to time
- 1.9. The President of the Students' Union ("the President") is the primary student representative and is an elected Sabbatical position. The President is supported by two elected Sabbatical officers, a number of additional elected officers, and by the Chief

Executive Officer of the Students' Union and her/his staff. The President, sabbatical officers and the additional elected officers are collectively referred to in this agreement as "executive officers".

- 1.10. The President and the other Sabbatical Officers are full-time paid positions.
- 1.11. The Students' Union is mindful that its title includes the name of the University and that the University and the Union are perceived publicly to be closely associated. The Union is committed to ensuring that its own public presentation is consonant with that of the University and serves to enhance the reputation of the University.
- 1.12. The main channel of communication between the University and the Union is via the President and the Chief Executive Officer of the Union. Union officers and staff may access members of the University administration direct on any issue. The Vice Chancellor and other members of the University's senior management team will meet with the President and Executive Officers of the Union regularly to discuss developments and issues of concern.

## **2 Membership of the Board of Governors**

- 2.1 Under the Articles of Association of the University and the Board of Governors Regulations the President will be a member of the University's Board of Governors. He or she will be appointed for a one year term coinciding with their term of office. A non-voting member of the Union shall also be entitled to attend meetings of the Board in the capacity of an observer. Nomination of the Student Observer will be made by the Union.

## **3 Annual Block Grant**

- 3.1 The University shall, subject to the terms of this agreement, pay to the Students' Union a block grant ("the Grant") approved by the Board as a contribution to the annual budget of the Union.
- 3.2 The Grant will be calculated in accordance with any policy laid down by the Board and subject to any constraints imposed by the Board. The Students' Union may submit to the University a costed business case for additional funding, normally at the time of the University's annual budget process. Any such case will be considered and prioritised alongside similar requests from University departments.
- 3.3 The Grant may be paid in instalments. The phasing of the payment shall be agreed between the Union and the Director of Finance.

#### **4 Activities of the Students' Union and Students**

- 4.1 The University shall not be liable for any breach of the law or of any contract by the Students' Union, its Sabbatical officers or Agents, nor for making good any debts or other liabilities incurred by the Students' Union.
- 4.2 The University recognises the importance of student involvement in extra-curricular activities.

#### **5 Elections**

- 5.1 In accordance with the requirements of the 1994 Act, the University shall satisfy itself that Students' Union elections are fairly and properly conducted. Should the University become aware of irregularities in the conduct of elections it shall have the right to investigate these and to draw its conclusions to the attention of the Returning Officer. The University shall refuse to recognise the appointment of any Executive Officer whom it believes, following such investigation, to have been elected improperly.

#### **6 Employment by the Students' Union**

- 6.1 The University's Human Resources Department will respond as necessary to the Union's requests for advice to ensure it is familiar with the relevant legislation.
- 6.2 Sabbatical Officers shall be employees of the Union and shall be treated in accordance with employment legislation in force at the time.
- 6.3 Over time the Union may seek to employ members of staff. Employees of the Union will be subject to relevant employment policy and procedures including but not limited to Equality and Diversity, Disciplinary, Grievances, and Data Protection that mirror those policies and procedures which are in place within the University. The Union shall be responsible for ensuring these are complied with seeking where necessary advice from the University's Human Resources Department.
- 6.4 The University shall provide a payroll service to the Union for the payment of the salaries of employees and Sabbatical Officers. So long as it provides this payroll service, the University shall indemnify the Union against any mistake of over-payment of salary to a Sabbatical Officer or employee by the University which causes the Students' Union a loss which cannot be recovered by any other means.
- 6.5 The Union may be required to enter into a Service Level Agreement with the University setting out the terms of the Human Resources and payroll support that is provided by the University and any other services as required by the Union and as provided by the University.

## **7 Information Technology Support**

- 7.1 As a general objective the University will provide the Union with standard Information Technology Support and Services of the same level as that which is provided to the University departments, staff and students. Examples include wired and wireless connectivity, computing resource, infrastructure management, procurement, system setup and configuration).
- 7.2 The Union may be required to enter into a Service Level Agreement setting out the scope of bespoke IT services procured specifically for the Union, provided by the University and the corresponding obligations of the Union.
- 7.3 The Union Officers and staff shall comply with the University's computer use regulations and accompanying policies (such as the data protection policy), as published and as amended from time to time.

## **8 Complaints**

- 8.1 As required by the 1994 Act, the University will hear complaints by students who are dissatisfied with their dealings with the Union or who believe themselves to be disadvantaged by having exercised their right not to be a member of, or, in the case of an organisation, not to be affiliated to, the Union. Such a procedure shall ensure that complaints are dealt with in an impartial, effective and timely manner.

## **Obligations of the Students' Union**

### **9 Trustees of the Students' Union**

- 9.1 The Union agrees that one of its Lay Trustees should be a person nominated by the University and approved by the Union's Appointments Committee. Such a person may normally remain a trustee for a term of up to four years (with a maximum of two terms) and/or until their nomination is withdrawn by the University whichever is the sooner. The University understands that the Union can under its articles of association remove any of its trustees including the University nominated lay trustee but that if this should occur the University will be able to nominate an alternative Lay Trustee.

### **10 Annual Budget and Accounts**

- 10.1 The Union shall prepare a summary of annual Income and Expenditure and Capital budget for noting by the Finance and Resources Committee and Board of Governors at their last meeting preceding the start of the financial year. The Union shall prepare and agree such budgets in accordance with its financial regulations. The agreed budget must be submitted

to the Clerk to the Board of Governors a minimum of two weeks before the Finances and Resources Committee and Board of Governors meet.

10.2 The Union shall annually submit management accounts to the University's Finance and Resources Committee showing performance against the approved budget with a commentary, if so required, explaining material variances and forecast annual outturn. The Union may not incur expenditure or enter into any financial transaction which is inconsistent with the law relating to charities.

10.3 The Union will publish audited financial statements at least annually and make them available to Governors through the University's Finance and Resources Committee. In accordance with the requirements of the 1994 Act, these reports will contain

- (i) a list of the external organisations to which the Union has made donations in the period to which the report relates, and the details of those donations;
- (ii) a list of external organisations to which the Students' Union is affiliated and the details of any subscription, donation or similar fee paid or proposed to be paid to these;
- (iii) the procedure for allocating resources to groups or clubs

10.4 The University auditors shall have access to records, assets and personnel within the Students Union as with other areas of the University in accordance with the General Data Protection Regulation.

## **11 Elections**

11.1 The conduct of annual elections to Executive Offices shall be the responsibility of the Union in accordance with the Union's election regulations as approved by the University's Board of Governors and the Union's Board of Trustees.

11.2 The Union shall be entitled to call upon the services of the Clerk to Board of Governors Office to assist in overseeing the elections.

## **12 Data Protection**

12.1 The Union shall notify itself to the Information Commissioner as a Data Controller under the terms of the Data Protection Act 1998 and shall ensure that it is compliant in all respects with the requirements of the Act. In relation to this, the Students' Union may seek advice as necessary from the University's Data Protection Officer.

12.2 The Union will enter into a Data-sharing Agreement with the University.

### **13 Health and Safety at Work**

- 13.1 The Union shall comply with the requirements of Health and Safety legislation with the Chief Executive Officer of the Union having the same responsibilities in this respect as those defined in the University's Health and Safety Policy for a Head of Department. The Chief Executive Officer, for reasons of continuity, will also be the Safety Officer for the Union advising the President as appropriate. The University's Health and Safety Officer will be the appointed person to advise the Union on Health and Safety matters.

### **14 Other Legislation**

- 14.1 The Union is responsible for complying with all other laws relating to its operations and activities, including, Copyright, Environmental Protection, Charities, Education, and the Regulations of the University. The University will provide advice as necessary to help facilitate compliance.

### **15 Premises**

- 15.1 The Union shall occupy premises designated by the University. Use of the premises would be rent free but a deemed charge shall be determined. The University may require the Union to enter into a formal agreement with the University concerning the occupation of the premises.
- 15.2 The formal agreement will inter alia require the Union to comply with Health and Safety legislation, seeking advice from the University's Health and Safety Adviser as necessary, and not to make any alterations to or undertake any works to the premises without the prior written agreement of the University. The Union shall not, except with the prior written permission of the University, sublet the premises nor allow any tenant, whether paying or not, to occupy them.
- 15.3 The Union and its societies will be permitted use of other areas in the University, by agreement and subject to availability, for social, recreational, educational and cultural activities.

### **16 Freedom of Speech**

- 16.1 The Students' Union respects that the University must comply with the requirements of the Education Act 1986 in relation to ensuring freedom of speech. The Students' Union under the guidance of the Charity Commission will maintain a list of external speakers invited by directly by the Students' Union or by its formally recognised clubs and societies.
- 16.2 As per the Charity Commission's guidance there may be times that it is necessary for the Students' Union to curtail freedom of speech when speakers at Union events may:

Infringe the rights of others

Discriminate against a protected group

When considering whether speakers should be permitted to speak at Union events the Union shall refer to and comply with its external speaker policy.

- 16.3 If the Union decides to amend or draft a new external speaker policy then it shall consult with the University regarding any changes.

## **17 Activities of the Students' Union**

- 17.1 The Students' Union recognises and respects the university's catholic ethos and the University recognises that union policy and campaigns are set and led by students. If the two areas ever have the potential to conflict, both parties commit to working together to overcoming disagreement and to avoid harm to the reputation of either the Union or the University and its Catholic mission and ethos..

- 17.2 The University accepts that the Union may at times be critical of its decisions or actions. Such criticism would not of itself be deemed to be harming the reputation of the University. The following non-exhaustive list of examples would, however, be likely to harm the reputation of the University:

- Engaging in illegal activities
- Making comments to the media or press which were disparaging and factually incorrect.

- 17.3 The Union understands that it has a responsibility to be sensitive to the University's values and its Catholic foundations, to the diversity of its community and show respect to all sections of that community.

- 17.4 The Union will confirm in writing in dealings with its suppliers that the University will not be liable for any breach of the law or contract by the Union, its Executive Officers or employees, nor for making good any debts or other liabilities incurred by or on behalf of the Union.

## **18 Trading Activities**

- 18.1 The Union may operate by agreement with the University legitimate trading activities in the University. The Union may use any surpluses received from its trading activities to support its charitable objectives.

## **19 Publications**

- 19.1 All features, articles, letters, and advertisements published in any Union publication or broadcasts are subject to decision of the Editor /President in liaison as appropriate. As such they are independent of the University and no responsibility will be accepted by the University for anything so published.

- 19.2 The Union shall ensure that no material which is unlawful is published or broadcast.



## **20 Legal Proceedings**

- 20.1 The Union shall immediately inform the University of any legal proceedings taken or proposed against the Union or its officers and of any legal proceedings that the Union proposes to initiate against a third party.

## **21 Welfare**

- 21.1 The University and the Union both attach great importance to the welfare of students and will co-operate fully in providing complementary services of quality commensurate with available resources. The university will endeavour to involve students – through the Union and student representatives – in all relevant committees.
- 21.2 The University recognises and welcomes the important role played by the Union in representing, advising and supporting students making appeals or complaints to the University, and in assisting and advising students in relation to the University's Codes of Conduct or disciplinary proceedings.

## **22 Review of this Agreement**

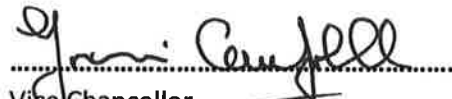
- 22.1 The Clerk to the Board of Governors and the President will hold copies of this MOU and will make further copies available to other officers of the University and the Students' Union as appropriate.
- 22.2 The Board will review the Union's constitution and Articles of Association, and this agreement, at least every five years. If, however, the Union submits proposals for substantial amendments to the constitution or the agreement to the Board in any year, the next formal review will be held up to five years from the year in which those amendments were approved by the Board.
- 22.3 Any disputes on the interpretation or application of this agreement will be referred to a panel appointed by the Board of Governors consisting of one lay trustee of the Union, one member of the Board of Governors and a mutually agreed neutral party as chair. The Clerk to the Board of Governors and Chief Executive Officer of the Union will also attend in an advisory capacity.


## **23 Status**

- 23.1 This document is intended to clarify the working relationship between the University and the Union covering responsibilities of common concern to both parties. It reflects the current position and will be reviewed from time to time to reflect the changing needs of the Union and University. The document will be presented for consideration by the Board of Governors. The Chief Executive Officer

of the Union will ensure that the document is received annually by the Union President. The Union President will make copies available to other officers of the Union as appropriate.

**Signed**

  
Vice Chancellor

  
President of the Students' Union

**Date of signing: 27 June 2018**