

# **Memorandum of Understanding**

**between**

**York St John University**

**and**

**York St John Students' Union**

created September 2010, last revised October 2016;  
approved by Students' Union Trustee Board 17/10/2016  
approved by YSJU Governing Body, 24/11/2016

## **Introduction and Definitions**

1. York St John University (hereafter “the University”) and York St John Students’ Union (hereafter “the Union”) have developed this Memorandum of Understanding through dialogue. It aims to maintain and build upon the excellent relationship between the University and the Union, furthering the interests of all University students.
2. The University is a Higher Education Institution established under the Education Reform Act 1988 and the Further and Higher Education Act 1992 and is also a Company Limited by Guarantee and an Exempt Charity. The Union is a Company Limited by Guarantee whose objectives are defined by its Articles, Memorandum and Bye Laws.
3. The Union is a legally separate body from the University and a registered charity. The University has certain obligations regarding the Union under the provisions of the Education Act 1994.
4. The Board of Governors of the University (hereafter “the Board”) is responsible for ensuring, in accordance with the 1994 Act, that the Union operates in a fair and democratic manner and is accountable for its finances. In accordance with the requirements of the 1994 Act, the Union shall have a written constitution (Articles and Memorandum) which is subject to approval by the Board, to be reviewed at intervals of not more than three years.
5. The President of the Union (“the President”) is the prime student representative. The President is assisted by elected Sabbatical Officers, members of the Student Council, and by the Chief Executive Officer of the Union and his/her staff. The President and Sabbatical Officers are collectively referred to in this memorandum as “Executive Officers”.
6. The 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 and the University are committed to ensuring that their individual public profiles are consonant with each other and serve to enhance their respective reputations.
7. The main formal channel of communication between the University and the Union is via the SU/Exec Consultative Committee. Union officers and staff may access members of the Vice Chancellor’s Executive Board on any issue. The Vice Chancellor and other senior staff of the University will meet with the Executive Officers and/or staff of the Union outside the SU/Exec Consultative Committee, as deemed necessary.

## **Obligations of the University**

### **General**

8. The University is committed to providing an exceptional experience for all of its students and sees the work of the Union as an important and integral part of delivering that commitment. The University will therefore seek, as applicable, to engage proactively with the Union in developing policies, procedures and practices to enhance the student experience and will work in genuine partnership with the Union to this end.

### **Annual Subvention**

9. The University shall, subject to the terms of this Memorandum, pay to the Union the Subvention approved by the Board’s Finance and Capital Development Committee as a contribution to the annual budget of the Union.

10. The Subvention will be agreed in line with the University planning cycle and following consideration by the University of the Annual Operating Plan produced by the Union.

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

11. The University shall not be liable for any breach of the law or of any contract by the Union, its Executive Officers or Agents, nor for making good any debts or other liabilities incurred by the Union.

### **Elections**

12. The conduct of annual elections to Executive Offices shall be the responsibility of the Union in accordance with its published procedures and rules. The Union agrees, through this Memorandum, to conduct all elections in accordance with principles of natural and social justice consistent with free, fair and open electoral systems. In accordance with the requirements of the 1994 Act, the University shall satisfy itself that the 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. The Union shall submit a report to the Board its elections.

### **Employment by the Union**

13. Union Executive Officers and staff are employed by the Union and not the University. The Union shall engage its staff through its own HR systems, procedures and contracts. By way of a goodwill gesture and to foster good relations, the University's HR Department will respond where possible to the Union's reasonable requests for advice on employment matters, whilst recognising their status as a separate employer.
14. 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 over-payment of salary to an Executive Officer or employee due to an error by the University which causes the Union a loss that cannot be recovered by any other means.

### **Information Technology Support**

15. As a general objective the University seeks to provide the Union with equivalent support to that provided to the University's own support services. Union Executive Officers and staff shall comply with the University's computer use regulations as published and as amended from time to time.

### **Student Information**

16. The University Registry will undertake at the time of student enrolment, to seek the consent of students of the University to release their contact details to the Union. Updated contact information for students who have consented will be provided to the Union periodically. Students who exercise their right to opt not to be a member of the Union will not be unfairly disadvantaged as a result. The Memorandum of Understanding is itself drawn to the attention of all students through the enrolment and re-enrolment process each year.

## Obligations of the Union

### General

17. The Union is committed to ensuring all students are enabled to participate fully in the life of the Union and the University and to these ends the Union will seek to be inclusive in the ways it operates its own policies, and to represent the views of the student body to the University openly, fairly and appropriately through the various channels open to it. The Union agrees, through this Memorandum, to be proactive in communicating with the University and to work in appropriately professional ways in pursuit of the common purpose of delivering an exceptional student experience.
18. If the Union decides to affiliate to an external organisation, it should publish notice of its decision. Where the Union is affiliated to any external organisations, a report should be published, at least annually, containing a list of the external organisations to which the Union is currently affiliated, and details of subscriptions or similar fees paid to such organisations.
19. In conducting its affairs, the Union will have due regard to the requirements of the Public Sector Equality Duty that requires public sector bodies to have due regard to the need to:
  - eliminate discrimination, harassment, victimisation and any other conduct that is prohibited
  - advance equality of opportunity between persons who share a 'relevant protected characteristic' and persons who do not share it, and
  - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.'

### Activities of the Students' Union

To include but not limited to:

#### Welfare

20. The University and the Union both attach great importance to the welfare of students and will cooperate fully in providing complementary services in pursuit of the common purpose of delivering an exceptional student experience.

#### Representation

21. Representatives from the Union shall be entitled to sit on University Committees as described in respective terms of reference. These will include, but not be limited to: Board of Governors and appropriate committees; Academic Board; Quality and Standards Committee; Enhancing Learning, Teaching and Students' Experience Committee; SU/Exec Consultative Committee. The University recognises and welcomes the representative function of the Union on these committees.
22. The Union agrees to proactively engage with these opportunities to represent student views through the committee structure and to ensure officers attend and play as full a part as possible in the work of the University committees on which they sit.
23. The University will endeavour to involve students in all relevant committees and senior level staff appointments through the Union and student representative systems.

24. 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.

#### Local Community

25. The University and the Union are committed to continuously enhancing links with the local community.

#### Relations with the University

26. The Union and the University will work to enhance the reputations of each organisation through the provision of excellent services and student experiences. The nature of the two organisations as separate, independent, bodies may mean that the Union and the University sometimes have differing views on matters of shared interest. Both organisations are committed to the resolution of any issues through established channels of communication and will not seek or promote publicity (e.g., through the press, social networking sites or other digital media) that could undermine the reputation of either organisation or their commitment to working in partnership.
27. Representatives of the Union and the University will meet on a regular basis, as set out in paragraph 7, to support the proactive development of the partnership for the benefit of students. Any relevant concerns on matters of shared interest or differences of opinion will be raised for resolution through these meetings. In the event that the Union and the University are unable to resolve an issue and are in dispute on the interpretation or application of this agreement, an independent panel, as set out in paragraph 48, will be convened.
28. The activities of the Union and the University are both bound by relevant laws and regulations. In dealings with its suppliers, the Union will confirm in writing 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.

#### Trading

29. The Union may operate by agreement with the University legitimate trading activities in the University, and as a registered charity, the Union will need to comply with the Charity Commission obligations regarding trading.

#### Publications

30. All features, articles, letters and advertisements published in any Union publication (including using the www and other electronic technologies) are independent of the University and no responsibility will be accepted by the University for anything so published. The Union shall ensure that no material which is unlawful is published and will be mindful of its agreement that it will do nothing knowingly to harm the reputation of the University; and will work closely with the University to ensure that all publications best reflect a joint approach.

#### **Complaints**

31. The Union will make available a complaints procedure for 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.
32. Such procedure shall ensure that complaints are dealt with in an impartial, effective and timely manner. Where a complaint is not resolved through such procedure, the Union will refer it to the University within ten working days in accordance with the agreed procedure.

## **Freedom of Speech**

33. The Union shall comply with the requirements of the Education (No.2) Act 1986 in relation to ensuring freedom of speech and to this end shall comply with the University's Policy on Freedom of Speech. This shall include the content of posters, notices, temporary signs and literature distributed on University premises and where clubs and societies are using other University space. In complying with the requirements relating to freedom of speech, the Union will be mindful of its obligations under criminal and charity law, and Prevent legislation.

## **Annual Budget and Accounts**

34. The financial affairs of the Union should be properly conducted and appropriate arrangements should exist for the approval of the Union's budget, and the monitoring of its expenditure, by the Board. The Union shall therefore prepare in accordance with the requirements of the Education Act 1994 (22.2g) an annual summary of Income and Expenditure and Capital budget for approval by the Board's Finance and Capital Development Committee. The Union shall prepare and agree such budgets in accordance with its financial regulations and the agreed processes for establishing the Subvention. The agreed budget must be forwarded to the University Executive Director of Finance for review and comment in advance of the meeting of the Board's Finance and Capital Development Committee submission of papers deadline.
35. The University Executive Director of Finance shall be invited to attend meetings of the Union Finance Committee. The Union may not incur expenditure or enter into any financial transaction which is inconsistent with the law relating to charities.
36. The Union will publish audited financial statements at least annually and make them available to the Board. The procedure for allocating resources to groups or clubs should be fair and should be set out in writing and freely accessible to all students. In accordance with the requirements of the 1994 Act, these reports will contain:
- a) 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;
  - b) a list of external organisations to which the Union is affiliated and the details of any subscription, donation or similar fee paid or proposed to be paid to these;
  - c) the procedure for allocating resources to groups or clubs

When the Union decides to affiliate to an external organisation, it publishes a notice stating its decision, the name of the organisation, details of any subscriptions, or similar fees paid and any donations made or proposed to be made to the organisation. This notice should be made available to the Board and the students.

## **Employment**

37. The Union shall comply with the requirements of employment legislation, regulations and associated guidance in the employment of its staff and Executive Officers.

## **Data Protection Act 1998**

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

## **Freedom of Information Act 2000**

39. The Union shall assist the University with any relevant Freedom of Information Act request that the University may receive.

## **Health and Safety at Work Act**

40. The Union shall comply with the requirements of the Health and Safety at Work Act 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 Adviser will be the appointed person to advise the Union on Health and Safety matters.

## **Other Legislation**

41. The Union is responsible for complying with all other laws relating to its operations and activities, including Building Regulations, Food Safety, Copyright, Environmental Protection, Companies, Charities, Education, and the Regulations of the University. University Officers will provide advice necessary to facilitate compliance.

## **Premises**

42. The Union shall occupy premises designated by the University. The University shall require the Union to enter into a formal agreement with the University concerning the occupation of the premises. This agreement shall be held between the Union and the University outside this Memorandum.
43. 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.
44. The Union and its clubs and societies will be permitted use of other areas in the University, by agreement and subject to availability, for social, recreational, educational, cultural and sporting activities.

## **Legal Proceedings**

45. The Union shall immediately inform the University Secretary of any legal proceedings taken or proposed against the Union or its Executive Officers and of any legal proceedings that the Union proposes to initiate against a third party.

## **Review of this Agreement**

46. The University Secretary and the Chief Executive Officer of the Union will hold copies of this Memorandum of Understanding. Further copies will be made available to other officers of the University and the Union as appropriate.
47. The Board will review the Union's constitution and this Memorandum of Understanding at least every three years. If, however, the Union and/or the University submit proposals for substantial amendments to the constitution and/or the Memorandum of Understanding to the Board in any year, the next formal review will be held up to three years from the year in which those amendments were approved by the Board.

48. Any disputes on the interpretation or application of this agreement will be referred to a panel for resolution. The panel will comprise:

- Two independent Governors (one of whom shall be Chair)
- One External Trustee from the Students' Union Trustee Board.

The panel may seek the support of the University Secretary and/or Clerk to the Students' Union Board of Trustees in its work.

#### STATUS OF THIS MEMORANDUM

49. The 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 to the Board for consideration.

50. This document forms the basic memorandum of understanding between the University and the Union. It will be supplemented, by the Union Strategic Plan and Annual Operating Plan, specifying and detailing particular developments, initiatives and activities which will deliver the fundamental purpose of this document, which is to build upon the excellent relationship between the University and the Union, furthering the interests of all University students.

51. The Union Chief Executive Officer (or nominee) will ensure that this document is received annually by the Union President. The Union President will make copies available to all students via the Union's website.

Signed for and on behalf of  
York St John University



Date

5/12/16

Vice Chancellor

Signed for and on behalf of  
York St John Students' Union



Date

13/12/16

Students' Union President