

Memorandum of Understanding 2020

York St John University (the University) and York St John Students' Union (the Union) have undertaken a review of the Memorandum of Understanding throughout the course of the 2019/20 academic year. The Memorandum of Understanding was approved by the University Governing Body in July 2020 and the Union's Trustee Board in June 2020.

The Memorandum of Understanding sets out practices and principles that aim to strengthen and clarify the working relationship and partnership between the University and Union.

This document includes the final version for signing by the Chair of the University's Governing Body and Chair of the Union's Trustee Board. Signatures are required on the final page.

Memorandum of Understanding

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 collaborative dialogue. The document aims to maintain and build upon the excellent relationship between the University and the Union, furthering the interests of all students at York St John University.
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 Charity and a Company Limited by Guarantee whose objectives are defined by its governing Articles of Association.
3. The Union is a legally separate body from the University. The University has certain obligations regarding the Union under the provisions of the Education Act 1994 (hereafter “the 1994 Act”). The ‘Code of Practice for York St John University and Students' Union’ sets out how these obligations are met.
4. The Board of Governors of the University is herein referred to as “the Governing Body”, and the Union’s Trustee Board is herein referred to as “the Trustee Board”.
5. The Governing Body 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’s Articles of Association are subject to approval by the Governing Body, to be reviewed at intervals of not more than five years.
6. The Presidents of the Union (hereafter “the Sabbatical Officers”) are the prime student representatives. The Sabbatical Officers are assisted by elected Part-time Officers, members of the Student Council, and by the Union’s Chief Executive Officer and their staff.

Liaison and Relationship between the University and the Union

7. The University and Union are committed to providing an exceptional experience for all students and the work of the Union is an important and integral part of delivering that commitment. The University and Union will engage with each other proactively in developing policies, procedures and practices to enhance the student experience and will work in genuine partnership to this end.
8. The main formal channel of communication between the University and the Union is through the SU/Exec Consultative Committee. Union officers and staff may access members of the Vice Chancellor’s Executive Board for consultation on any issue. The Vice Chancellor and other senior staff of the University will meet with the Sabbatical Officers and/or staff of the Union outside the SU/Exec Consultative Committee, as necessary.
9. The University and the Union are committed to ensuring that all students are enabled to participate fully in the life of the Union and the University. Therefore, each organisation agrees to be proactive in communicating with each other and to work in appropriately professional ways in pursuit of the common purpose of delivering an exceptional student experience.
10. Each organisation will work to enhance the reputation 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 opinions on matters of shared interest. Both organisations are committed to the resolution of issues through established channels of communication.

11. Representatives of the University and the Union will meet on a regular basis as set out in paragraph 7 to support proactive development for the benefit of students. Any relevant concerns on matters of shared interest or differences of opinions will be raised for resolution through these meetings. In the event that the University and the Union are unable to resolve an issue and are in dispute on the interpretation or application of this Memorandum, an independent panel as set out in paragraph 44 will be convened.

Obligations of the University

Annual Subvention, Resources, and Funding

12. The University shall, subject to the terms of this Memorandum, pay to the Union the Subvention (Block Grant) approved by the Governing Body's Finance and Capital Development Committee as a contribution to the annual budget of the Union. The Subvention will be paid to the Union to support activity relating to the Union's core charitable objectives, including but not limited to representation, advice, support and advocacy, democratic activities, and student social and professional enhancement.
13. The Subvention will be agreed in line with the University planning cycle and following consideration by the University of the Union's annual planning documents.
14. The University agrees to support the Students' Union to mitigate any major liabilities, including the Students' Union Superannuation Scheme (SUSS) ongoing liability.

Elections

15. The University shall satisfy itself that the Union's 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 Sabbatical Officer whom it believes, following such investigation, to have been elected improperly. The Union shall submit a report about elections annually to the Governing Body.

HR support from the University

16. Although the Union's Sabbatical Officers and staff are employed by the Union and not the University, 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.
17. 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 a Sabbatical 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

18. As a general objective the University seeks to provide the Union with equivalent support to that provided to the University's own support services.

Student Information

19. 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.

Obligations of the Union

Statutory Obligations

20. In conducting its affairs, the Union will have due regard to all statutory obligations, including laws and statutory regulations by which it is bound, and appropriate University regulations. The University shall make available its legal officers as necessary to advise the Union about its compliance with all such laws and regulations.

Data Protection Act 2018

21. The Union shall notify itself to the Information Commissioner as a Data Controller under the terms of the Data Protection Act 2018 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).

Health and Safety at Work Act 1974

22. The Union shall comply with the requirements of the Health and Safety at Work Act with the Chief Executive Officer 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 Sabbatical Officers as appropriate. The University's Health and Safety Adviser will be the appointed person to advise the Union on Health and Safety matters.

Activities of the Students' Union

To include but not limited to:

Advice and Support

23. The University and the Union both attach great importance to the welfare of students and will co-operate fully in providing complementary services in pursuit of the common purpose of delivering an exceptional student experience. The Union will offer students of the University advice and support regarding academic matters, complaints and appeals, and will act as an advocate for student rights and policy change. The Union will work collaboratively with University services to support students regarding their welfare and wellbeing.

Representation

24. Representatives from the Union shall be selected by the Union to sit on University committees as described in the committees' respective terms of reference. The Union agrees to proactively engage with the University through its committee structure, and the University agrees to provide support and advice as necessary to the representatives of the Union who sit on committees. The University will endeavour to involve students in all relevant committees and senior level staff appointments through the Union and student representative systems.

Social Activities

25. The Union will deliver and support all student-led society and sport related activity for students at York St John University.

Local Community

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

Suppliers and Trading

27. 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 Sabbatical Officers or employees, nor for making good any debts or other liabilities incurred by or on behalf of the Union.
28. The Union will 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.

Elections

29. The conduct of annual elections to Sabbatical Offices shall be the responsibility of the Union in accordance with its published procedures and rules. In accordance with the requirements of the 1994 Act, the Union shall conduct its elections in accordance with principles of natural and social justice, consistent with free, fair, and open electoral systems.

Complaints

30. 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 student groups, not to be affiliated to, the Union.
31. 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

32. 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 members are using other University space.

Annual Budget and Accounts

33. The financial affairs of the Union shall be properly conducted, and appropriate arrangements shall exist for the approval of the Union's budget, and the monitoring of its expenditure, by the Governing Body. The Union shall therefore prepare in accordance with the requirements of the 1994 Act an annual summary of Income and Expenditure and Capital budget for approval by the Governing Body's Finance and Capital Development Committee. The Trustee Board 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 for review and comment in advance of the meeting of the Governing Body's Finance and Capital Development Committee submission of papers deadline.
34. The Union shall publish audited financial statements at least annually and make them available to the Governing Body. The procedure for allocating resources to student groups shall be fair and shall 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; and,
- c) the procedure for allocating resources to groups.

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 Governing Body and to students.

Premises

- 35. 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. Such an agreement shall be held between the Union and the University outside this Memorandum.
- 36. Such a formal agreement shall *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.
- 37. The Union and its members shall be permitted use of other areas in the University, by agreement and subject to availability, for social, recreational, educational, cultural and sporting activities.

Publications

- 38. The University and the Union recognise and are mindful that their names and titles are linked and they are publicly perceived to be closely associated. The University and the Union are committed to ensuring their public profiles serve to enhance their respective reputations.
- 39. All features, articles, letters, and advertisements published in any University or Union publication (including on the Internet and through other electronic technologies) are independent of the other organisation and no responsibility will be accepted by the other organisation for anything so published. Both organisations shall ensure that no material which is unlawful is published and will work closely with each other to seek to ensure that all publications best reflect a joint approach.

Legal Proceedings

- 40. Neither organisation will be liable for any breach of the law or of any contract by the other organisation, its staff, officers, or agents, nor for making good any debts or other liabilities incurred by either organisation.
- 41. Both the University and the Union shall immediately inform the University Secretary or Chief Executive Officer respectively of any legal proceedings taken or proposed against either organisation or its officers or staff, and of any legal proceedings that either organisation proposes to initiate against a third party.

Review of this Memorandum

- 42. The Secretary to the Governing Body and the Chief Executive Officer of the Union will hold copies of this Memorandum. Further copies will be made available to other officers of the University and the Union as appropriate.

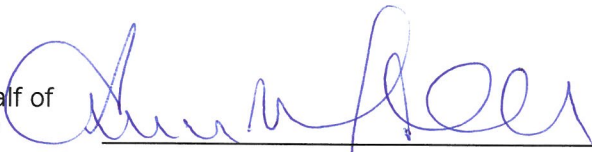
43. The University and the Union will review the Union's constitution and this Memorandum at least every five years. If, however, the Union and/or the University submit proposals for substantial amendments to the constitution and/or the Memorandum to the Governing Body in any year, the next formal review will be held up to five years from the year in which those amendments were approved by the Governing Body and Trustee Board.
44. Any disputes on the interpretation or application of this Memorandum will be referred to a panel for resolution. The panel will comprise:
- One mutually agreed individual not directly associated with the University or the Union (chair);
 - One independent Governor from the Governing Body; and,
 - One External Trustee from the Trustee Board.

The panel may seek the support of the University Secretary and/or Clerk to the Trustee Board in its work.

Status of this Memorandum

45. 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 University and the Union. The document will be presented to the Governing Body and Trustee Board for consideration. The parties enter into this Memorandum intending to honour all their obligations, but this Memorandum is not intended to be legally binding and no legal obligations or rights shall arise between the parties from this Memorandum
46. This document forms the basic memorandum of understanding between the University and the Union. It will be supplemented by the 'Code of Practice', the Union's Strategic Plan and Annual Plans, 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.
47. The Chief Executive Officer (or nominee) will ensure that this document is received annually by the Sabbatical Officers. The Chief Executive Officer will make copies available to all students via the Union's website.

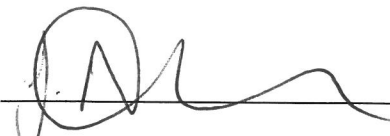
Signed for and on behalf of
York St John University



_____ Date 28.07.2020

Chair of the Governing Body

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



_____ Date 05.08.2020

Chair of the Trustee Board

