

Appendix Two: Previous Partnership Agreement

Partnership Agreement between Imperial College London and Imperial College Union.

1.0 Introduction

- 1.0 Imperial College Union (The Union) is the Students' Union of Imperial College London (The College) as defined in the Education Act 1994.
- 1.1 Imperial College recognises the Union as the sole representative body for the students of the College.
- 1.2 The Union's charitable objects, as set out in its constitution are for the advancement of education of students at Imperial College London by
 - 1.2.1 Promoting the interests and welfare of Students during their course of study and representing, supporting and advising students,
 - 1.2.2 Being the recognised representative channel between Students and Imperial College London and any other external bodies; and
 - 1.2.3 Providing social, cultural and recreational activities and forums for discussion and debate for the personal development of its students.
- 1.3 The College recognises the Union's key role in the student experience through;
 - 1.3.1 the enhancement of education through effective representation
 - 1.3.2 the provision of services and activities that improve student welfare and retention levels
 - 1.3.3 the provision of services and activities that improve sporting, cultural and recreational interaction
 - 1.3.4 the development and accreditation of skills through involvement in activities that enhance students' skills development and employability
 - 1.3.5 the provision of services and activities that improve social interaction
 - 1.3.6 the provision of student part-time employment
 - 1.3.7 the provision of Teaching and Research Supervision awards
- 1.4 The Union recognises that it is an integral part of the College and will act in the best interest of the College and students at all times. The College recognises that the Union will conduct its own affairs and will act independently from the College.
- 1.5 This agreement is a binding framework, which will govern the relationship between the Union and the College. It is based on shared values and mutual respect and trust.

1.5.1 This agreement must be renewed at least every five years jointly by the Union Trustee Board and College Council, though the Annexes attached may be renewed through mutual unanimous agreement of the Union President, Union Managing Director, Pro Rector (Education) and Deputy Rector.

2.0 Principles

2.0 The Union and the College commit to the principles outlined in the Relationship Agreement developed by UUK, NUS and CUC, (amongst others). These principles are as follows:

2.1 Strategic Partnership;

2.1.1 A spirit of partnership between the College and the Union informing the strategic direction of both parties and informing service agreements.

2.1.2 Informed engagement of Union representatives in certain institutional decision-making bodies.

2.2 Student Centered;

2.2.1 A shared commitment to developing and improving students' experience of academia and extra-curricular aspects of their lives.

2.3 Respect & Understanding;

2.3.1 Clarity about, and mutual understanding of, the distinct roles of the College and the Union and the value that each party brings to the relationship.

2.4 Openness & Trust;

2.4.1 Full, open, regular communication on relevant issues, in particular issues likely to have an impact on the other party, the student population and/or other joint stakeholders.

2.5 Mutual Support & Commitment;

2.5.1 Constructive interactions

2.5.2 Demonstrable commitment to making the relationship work through investment of time and resources.

2.6 Independence;

- 2.6.1 Recognition of the value of a strong, student-led Students' Union empowered to determine and manage its own affairs.
- 2.6.2 Recognition of the need for the College to balance the interests of a range of stakeholders within an increasingly challenging external context.

2.7 **Accountability;**

2.7.1 Accountability of the Union to the College as supervisor (under the 1994 Education Act) and principal funder, within a mutually agreed framework which is robust, effective, efficient and compatible with the reporting requirements of other regulators (where relevant), such as The Charity Commission and/or Companies House.

2.7.2 Acknowledgement by the College that the Union is a major stakeholder and sole body representing the student voice.

2.8 **Diversity & Equality;**

2.8.1 A shared commitment to equality and diversity and the fair treatment of all staff and students

2.9 This agreement seeks to ensure that the above principles are upheld.

3.0 **Strategy**

3.0 The Union will consult with the College in the development of its strategic plans.

3.1 The College will ensure that students are consulted in the development of its strategic plans through engagement with the Union

3.2 The Union's strategic aims, vision, mission and values will complement, and seek to further, the mission, vision and strategic aims of the College.

3.3 The Union's Strategic Plan is contained in an Annex to this document.

4.0 **Representation**

4.0 The Union and College recognise their mutual role as 'critical friends', and respect the right of the other to disagree on areas of policy.

4.1 The College recognises the Union's right to campaign on issues and to publicly criticise the College where it deems it to be necessary.

4.2 The Union recognises its responsibility to act in the best interests of the College and students at all times, to resolve disagreements amicably where possible and to ensure that the reputation of the College is upheld at all times.

- 4.3 Where the Union believes the College is not acting in the best interests of students the College recognises that the Union will act independently from the College, though will work to resolve disagreements internally where possible and will continue to ensure that the reputation of the College is upheld.
- 4.4 The College shall provide for a Union representative to be present at all decision making bodies where appropriate, including the Union President at the College Council, and two Union representatives at the College Senate.
- 4.5 The Union shall ensure that student representatives are trained; well informed and provided with support to ensure that student involvement continuously adds value to the College's decisionmaking processes.

5.0 Resources (Financial)

- 5.0 The College shall provide the Union with an Annual Block grant, which will be sufficient to continue and develop its activities.
 - 5.0.1 An Annual Block grant may be part of a rolling multi-year agreement between the College and the Union so that the Union's Trustee Board and Management may further develop the Union's strategic and operational plans longterm.
- 5.1 The Union agrees to provide the following services (this is a nonexhaustive list) using the Annual Block grant:
 - 5.1.1 Sporting and Recreational Facilities (in particular through the provision of clubs and societies)
 - 5.1.2 Opportunities for students to volunteer in the College, Union or local community
 - 5.1.3 Training, development and support for student representatives.
 - 5.1.4 Social and cultural activities
 - 5.1.5 The provision of professional and confidential advice to students
 - 5.1.6 The provision of schemes for the accreditation of the skills developed by students through involvement in activities
 - 5.1.7 The provision of Teaching and Research Supervision awards.
- 5.2 The College and the Union will regularly benchmark the level of funding it receives to ensure it compares fairly with comparable institutions.
- 5.3 The College may, from time to time, provide additional funding to the Union for specific projects.
- 5.4 The Union shall ensure that its financial resources are well managed, that it remains solvent, and that all legal and regulatory requirements are adhered to.

- 5.5 The Union shall not borrow any external funds without the prior written authorization of the Trustee Board and Director of Finance of Imperial College London.
- 5.6 The Union and the College, through relevant staff members, will ensure that a regular dialogue regarding the Union's finances is maintained.
- 5.7 The Union will also
 - 5.7.1 Share its management accounts on a quarterly basis with the College's finance division
 - 5.7.2 Submit its Annual Report and Accounts to the College's Audit Committee
 - 5.7.3 Submit its Annual Budget to the College Council
 - 5.7.4 Take part in the College's Internal Audit Scheme and report the outcomes of these audits to the College's Audit Committee.
- 5.8 Specific details regarding the Union's Block grant is detailed in an Annex to this document.

6.0 Resources (Space)

- 6.0 The College will provide the Union with adequate space to manage in order to conduct its activities. This will include, but is not limited to:
 - 6.0.1 Office Space for staff and student officers
 - 6.0.2 Meeting spaces
 - 6.0.3 Recreational and Sporting space
 - 6.0.4 Commercial space
 - 6.0.5 Space for student activities and performance (including storage)
- 6.1 The Union will act as good stewards of the spaces that it manages and be responsible for the maintenance and upkeep of the premises allocated solely for the Union's use.
- 6.2 The College will consider requests from the Union for capital funding for the development of Union-managed funding on a caseby case basis.
- 6.3 The College will also enable the Union to book spaces for Union Activities, including activities undertaken by clubs and societies, at no cost where possible.
- 6.4 The College will ensure that the need for Union-managed spaces, and student activities and recreation spaces, is considered in the development or refurbishment of College buildings, spaces or campuses.
- 6.5 Specific details regarding the allocation and management of space for Union activities is detailed in an Annex to this document.

7.0 Human resources

- 7.0 All Union staff members shall be on College contracts and shall benefit from the same terms and conditions as all College staff.
- 7.1 The College shall provide Human Resource support to the Union through the Human Resources department.
- 7.2 The Managing Director will be responsible for ensuring that HR policies and procedures are followed for College employees working in the Union and that adequate administration support is provided by the Union to ensure that HR processes are well managed.

8.0 Legal Compliance

- 8.0 The Union recognises the College's obligation to regulate the Union's activities under the specific terms of the Education Act (1994). The Code of Practice document outlines the measure that the College and the Union put in place to ensure compliance with these requirements.
- 8.1 The Union will also comply with the regulatory requirements of the Charity Commission.
- 8.2 The Union has a non-exclusive right to reproduce the words 'Imperial College', "Imperial College of Science, Technology and Medicine" and "Imperial College London", the College Crest and the Imperial College logo for social and commercial purposes, provided that the style of use complies with conditions laid down by the College from time to time to protect its property and interest.

9.0 Student Media

- 9.0 The Union operates a number of media outlets, including a radio station, TV station and newspaper. The College recognises that, although these operations are legally part of the Union, each outlet is given editorial independence and that the views expressed in the student media outlets do not necessarily reflect the views of the Union.
- 9.1 The Union shall ensure that an effective complaints and dispute resolution process is maintained to ensure that issues related to student media can be raised by college staff and students and resolved adequately.

10.0 Commercial Activity

- 10.0 The College recognises that the Union operates Commercial Services in order to:

- 10.0.1 Provide social activities and services for its members
- 10.0.2 Maintain a safe environment for students to socialise in
- 10.0.3 To generate surpluses to further fund its charitable activities
- 10.0.4 To provide students with part-time employment where possible.

10.1 This commercial activity currently covers, but is not limited to,

- 10.1.1 Licensed Trade outlets in South Kensington and Charing Cross
- 10.1.2 Retail outlets in South Kensington.
- 10.1.3 Online retailing of products.

10.2 The College recognises the right of the Union to hire out space or resources to external bodies to raise revenues, whilst ensuring that this use of resources does not adversely affect students' abilities to access these resources.

10.3 The College will ensure that the Union is given the ability to consider and request that the Union run any new or refurbished Commercial operations on College campuses, and will manage a fair and transparent bidding process if more than one operator wishes to be considered for the running of this outlet.