



### Memorandum of Agreement between QMUL and QMSU

<b>Outcome requested:</b>	Council is asked to <b>approve</b> the memorandum of agreement between Queen Mary University of London, the Queen Mary Students' Union and QMSU Services Limited.
<b>Executive Summary:</b>	<p>Under section 22 of the Education Act 1994, Council is required to take such steps as are reasonably practicable to secure that the Union operates in a fair and democratic manner and is accountable for its finances and that specified requirements are observed by or in relation to the Union.</p> <p>The memorandum sets out the agreed framework through which QMSU will be enabled to:</p> <ul style="list-style-type: none"> <li>[a] provide a high quality student experience and levels of satisfaction in relation to QMSU's activities and services;</li> <li>[b] comply with all applicable law and regulatory requirements;</li> <li>[c] to properly budget for its services and activities.</li> </ul> <p>Oversight and implementation of the memorandum is delegated to the Memorandum of Agreement Review Panel, which is chaired by the Vice-Principal (Student Experience, Teaching and Learning) and comprises representatives from QMUL, QMSU and QMSU Services. The Review Panel reports to QMSE, the QMSU Board of Trustees and the QMSU Services Board of Directors as required.</p> <p>The memorandum includes a series of service level agreements and other agreed arrangements, which set out the specific responsibilities of QMSU and QMUL. The Review Panel is responsible for approving these arrangements and monitoring their operation. The Review Panel intends to review its terms of reference at its next meeting given that its original remit has substantially been achieved (to oversee the development of the memorandum).</p> <p>The memorandum has been approved by the QMSU Board of Trustees and the QMSU Services Board of Directors.</p>
<b>QMUL Strategy:</b>	Strategic aim 3: to provide all our students, wherever based, an education that is judged internationally to be of the highest quality, and which exploits innovations in teaching, learning and assessment.
<b>Internal/External regulatory/statutory reference points:</b>	Section 22, Education Act 1994 Supplementary guide regarding the role of university governing bodies in relation to students' unions (March 2011)
<b>Strategic Risks:</b>	2. High quality student experience throughout the student life cycle

	13. Maintain effective and constructive governance
<b>Equality Impact Assessment:</b>	The memorandum is intended to ensure that there are mechanisms in place to support the effective operation and sustainability of QMSU which in turn will ensure that all students have access to a wide range of activities and opportunities to support their personal and professional development during their time at QMUL.
<b>Subject to prior and onward consideration by:</b>	Memorandum of Agreement Review Panel 12 November 2015 QMSU Board of Trustees QMSU Services Board of Directors
<b>Confidential paper under FOIA/DPA</b>	No
<b>Timing:</b>	The memorandum will become effective from the date of Council approval, provisionally 17 February 2016.
<b>Author:</b>	QMSU
<b>Date:</b>	10 December 2015
<b>Senior Management/External Sponsor</b>	Mike Shore-Nye, Chief Operating Officer Professor Rebecca Lingwood, Vice-Principal (Student Experience, Teaching and Learning)

**Memorandum of Agreement** dated

**Between:**

- (1) Queen Mary University of London (QMUL)**, established by Royal Charter;
- (2) Queen Mary, University of London Students' Union**, company number 8092471 registered charity number 1147786 (the Union);
- (3) QMSU Services Limited**, company number 6677304 (the Trading Subsidiary)

**1. Definitions**

the Charter	the Royal Charter under which QMUL is established, as at 1 <sup>st</sup> September 2010
the Council	the governing body of QMUL as provided for in the Charter
the Ordinances	ordinances made by the Council under the Charter
the Union's Articles of Association	the articles of association from time to time of the Union
the Trading Subsidiary's Articles of Association	the articles of association from time to time of the Trading Subsidiary
the Code of Practice	the code of practice from time to time issued by the Council in accordance with section 22 of the Education Act 1994, as to the manner in which the requirements of that section are to be carried into effect
Service Level Agreement	an agreement between QMUL and the Union and, in some cases, together with the Trading Subsidiary, setting out the terms agreed in specific areas of service provision, entered into to be entered into pursuant to Clause 9 of this Memorandum
Other Agreed Arrangements	Other arrangements agreed between QMUL and the Union as referred to in Clause 10 of this Memorandum
QMSE	the senior executive body of QMUL
the Review Panel	the panel set up in accordance with Clause 6 of this Memorandum
a Task and Finish Group	a task and finish group set up in accordance with Clause 7 of this Memorandum

## 2. Status of the parties

- 2.1 QMUL is a chartered corporation and an exempt charity by virtue of section 22 and schedule 3 Charities Act 2011. Its governing documents comprise the Charter and the Ordinances, copies of which are available on QMUL's website.
- 2.2 The Union is a students' union of QMUL as defined in the Education Act 1994 and exists pursuant to Article 19 of the Charter.
- 2.3 The Union is a company limited by guarantee and a registered charity. Its governing documents comprise the Union's Articles of Association and byelaws made in accordance with those Articles, copies of which are available on the Union's website. A list of the Union's current byelaws is attached as **Annex 1** to this Memorandum.
- 2.4 The Trading Subsidiary is the wholly owned subsidiary of the Union. Its governing documents comprise the Trading Subsidiary's Articles of Association, a copy of which is available on the Union's website.

## 3. Purpose and Scope of this Memorandum

The purpose of this Memorandum is to set out the agreed framework for the mutually supportive and beneficial relationship between QMUL and the Union together with the Trading Subsidiary, taking into account the governing principles referred to below. This Memorandum is intended to be binding on the parties to it.

## 4. Governing principles

- 4.1 The Union acknowledges that the Council has a statutory duty under the Education Act 1994 to take such steps as are reasonable practicable to ensure that the Union operates in a fair and democratic manner and is held accountable for its finances.
- 4.2 QMUL confirms its commitment to the self-government and autonomy of the Union, in particular in relation to provisions of the Union's Articles of Association, as referred to in Ordinance C5 of the Ordinances. QMUL further recognises that the Union, as a company and a registered charity, is subject to the regulatory requirements of both Companies House and the Charity Commission. QMUL will ensure that its requirements in relation to the Union's accountability are compatible with such regulatory requirements.
- 4.3 This Memorandum reflects the current Code of Practice a copy of which is attached as **Annex 2**. All parties acknowledge and confirm their commitment to taking all steps as are reasonably practicable to ensure the provisions of the Code of Practice are complied with. The Code of Practice will be reviewed on an annual basis.
- 4.4 This Memorandum also takes into account the eight key principles underpinning excellent working relationships between higher education institutions and students' union as set out in appendix B of the *supplementary guide regarding the role of university governing bodies in relation to students' unions (March 2011)*, produced in collaboration by the Committee of University Chairs and the National Union of Students, a copy of which is attached as **Annex 3**. All parties acknowledge and confirm their commitment to such principles.

## 5. Responsibilities for implementing this Memorandum

Overall responsibility for the oversight and implementation of this Memorandum is as follows:-

- on the part of QMUL, the Council, which has further delegated such authority to QMSE
- on the part of the Union, the Board of Trustees of the Union by delegated authority under the Union's Articles of Association

- on the part of the Trading Subsidiary, the Board of Directors of the company by delegated authority under the Trading Subsidiary's Articles of Association

## **6. Review Panel**

It is agreed there shall be a review panel, which shall be responsible for the review and monitoring of the operation of this Memorandum including Service Level Agreements and other Agreed Arrangements. Such Review Panel shall include representatives of QMUL and the Union and its current terms of reference are attached as **Annex 4**. Such terms of reference may be amended from time to time by agreement between the parties.

## **7. Task and Finish Group**

- 7.1 It is agreed that at any stage during the currency of this Memorandum the Review Panel may establish one or more task and finish groups, the function of which shall be the carrying out of one or more specific tasks in relation to this Memorandum.
- 7.2 The composition and terms of reference of any such Task and Finish Group shall be as determined from time to time by the Review Panel. Such terms of reference may be amended from time to time by agreement between the parties. The terms of reference of an initial task and finish group whose work is now completed are attached as **Annex 5**.

## **8. Provisions relating to Membership of Governing Bodies**

- 8.1 The President of the Union shall be appointed ex officio a member of the Council. It shall be the duty of the President, in acting as a member of the Council, to act in the interests of QMUL.
- 8.2 QMUL shall appoint ex officio two directors to the Board of Directors of the Trading Subsidiary as provided for in the Trading Subsidiary's Articles of Association. It shall be the duty of such directors, in acting as directors of the Trading Subsidiary, to act in the interests of the Trading Subsidiary.
- 8.3 QMUL shall appoint a representative to any appointments committee from time to time as provided for in the Union's Articles of Association.

## **9. Service Level Agreements**

- 9.1 QMUL, the Union and (where relevant) the Trading Subsidiary shall use all reasonable endeavours to ensure service level agreements as referred to in the attached **Annex 6** (on terms to be agreed) are entered into as soon as practicable.
- 9.2 The purpose of Service Level Agreements is to record the expectation of the parties to this Memorandum as to the acceptable levels of performance in relation to the services to be provided.
- 9.3 It is acknowledged that a consistent and acceptable level of provision is necessary to enable the Union and the Trading Subsidiary to:-
- provide a consistent and acceptable level of satisfaction to students in their experience of the Union's and/or the Trading Subsidiary's services and activities
  - ensure compliance with all applicable law and regulatory requirements in the provision by the Union and/or the Trading Subsidiary of their respective services and activities
  - properly budget for the Union's and/or the Trading Subsidiary's services and activities

## **10. Other Agreed Arrangements**

QMUL and the Union shall use all reasonable endeavours to ensure other arrangements relating to the matters referred to in the attached **Annex 7** (on terms to be agreed) are agreed and entered into as soon as practicable.

## **11. Premises**

- 11.1 To facilitate the carrying out by the Union of its charitable objects, QMUL will make available to the Union and the Trading Subsidiary the premises referred to in Annex 8 on the terms referred to in Annex 8.
- 11.2 It is agreed that this Memorandum is personal to the parties and does not create any relationship of landlord and tenant between QMUL and the Union and the Trading Subsidiary.

## **12. Monitoring and Dispute resolution**

- 12.1 The parties to this Memorandum will use their best endeavours to comply with their respective obligations under this Memorandum, the Service Level Agreements and Other Agreed Arrangements.
- 12.2 The Review Panel shall be responsible for monitoring compliance with this Memorandum, the Service Level Agreements and Other Agreed Arrangements.
- 12.3 Any dispute arising in relation to this Memorandum, any Service Level Agreement or any Other Agreed Arrangement shall be determined by the Review Panel.

## **13. Review**

This Memorandum, all Service Level Agreements and all Other Agreed Arrangements shall be reviewed by the parties in conjunction with the annual review from time to time of the Code of Practice

14. No party to this Memorandum may transfer any right or obligation or liability arising under or in relation to it to any third party.

**Signed by**

**The Principal, duly authorised for and on behalf of QMUL**

**Signed by**

**The Union President, duly authorised for and on behalf of the Union**

**Signed by**

**The Chair of the Board of Directors, duly authorised for and on behalf of the Trading Subsidiary**

## Annex 1 –The Union’s Byelaws

Bye Law 1	Membership
Bye Law 2	Referendums
Bye Law 3	Annual Members Meetings
Bye Law 4	Board of Trustees
Bye Law 5	Executive Committee
Bye Law 6	Executive Officers
Bye Law 7	Student Council
Bye Law 8	Student Representatives and Part Time Officers
*[Bye Law 9	<i>Terms of Reference for Student Meetings]</i>
Bye Law 10	Elections
Bye Law 11	Affiliations
Bye Law 12	Barts and The London Student Association
Bye Law 13	Students’ Union Media Group
Bye Law 14	Club Sport
Bye Law 15	Societies
*[Bye Law 16	<i>Volunteering]</i>
Bye Law 17	Raise and Give
*[Bye Law 18	<i>Course Representatives]</i>
Bye Law 19	Code of Conduct and Disciplinary Procedures
Bye Law 20	Student Staff Protocol
Bye Law 21	Complaints Procedure

*\*[italics denotes not yet in place]*

## CODE OF PRACTICE

### IN COMPLIANCE WITH THE EDUCATION ACT 1994

#### A Definitions:

1. Unless the context requires otherwise, the following definitions apply throughout this document:

- Act: The Education Act 1994
- Bye-law: A bye-law made under the Articles of Association
- Charter: The Royal Charter establishing QMUL
- QMUL: Queen Mary University of London
- Articles of Association: The Articles of Association of QMSU
- Council: The Council which is the governing body of QMUL
- Ordinance: An Ordinance of QMUL
- QMSU: Queen Mary, University of London Students' Union
- Trustee: A Trustee of QMSU.

#### B Introduction

2. QMSU is established in accordance with Article 19 of the Charter to promote the general interests of QMUL's students. Ordinance C5 provides that QMSU conduct and manage its own affairs in accordance with a constitution which must be approved by Council and is included in the Ordinances. The Ordinance affirms its commitment to the self-government and autonomy of the Students' Union following its establishment as a charitable entity. Such self-government and autonomy must be consistent with the law and with the Council's obligations, in particular under the Act.
3. QMSU is an incorporated charity, and its constitution is a Memorandum and Articles of Association.
4. This Code of Practice is made by Council on . It stipulates the means by which QMUL discharges its duties under the Act regarding the governance, management, and administration of QMSU. Council requires QMSU to comply with this Code of Practice, and that it is signed annually by the President of QMSU, together with a Memorandum of Agreement as referred to at Section C 6 (e) below.

#### C Compliance with the Act

5. The relevant paragraphs of Section 22 of the Act are quoted below in italics. QMUL's compliance mechanisms are described after each quotation.

(1) *The governing body of every establishment shall take such steps as are reasonably practicable to secure that any students' union for students at the*



*establishment operates in a fair and democratic manner and is accountable for its finances.*

6. Council is committed to ensuring that QMSU is governed, managed, and administered in accordance with the principles of democracy and accountability. The principal controls which Council employs with regard to QMSU are:

- (a) approving the Articles of Association and any amendments thereto [Ordinance C5, paragraph 4; Article 9];
- (b) reserving the right to refuse amendments to the Articles of Association [Ordinance C5, paragraphs 4 and 5] and, if necessary, seek further discussion between QMUL and the Officers/Board of Trustees if Council is of the view that further changes are required. [Ordinance C5, paragraphs 8-10];
- (c) requiring QMSU, through its Board of Trustees, to comply with this Code of Practice;
- (d) The President of QMSU is an ex-officio member of Council and is expected to make a report to each meeting of Council on QMSU activities and any issues which should be brought to Council's attention;
- (e) A Memorandum of Agreement, to be agreed between QMSU and QMUL, will provide a framework within which both parties can continue to develop a mutually supportive and beneficial relationship and the framework for the day to day management of the relationship, detailing the rights and responsibilities of both parties. Such Memorandum of Agreement will include Service Level Agreements on areas of service delivery as agreed between QMUL and QMSU.

7. The Articles of Association provide Council with further general controls by stipulating that, under Bye laws:

- (a) the Appointments Committee of the Union (if any) shall include at least one representative of QMUL. [Article 60.2.1];
- (b) an independent person appointed by QMUL shall investigate and report on complaints by students who are dissatisfied with their dealings with the QMSU or claim to be unfairly disadvantaged by reason of their having exercised their rights not to be a Member. [Article 60.2.2];
- (c) the financial reports of QMSU be published at least annually and be made available to QMUL. [Article 60.2.8].

*(2)(a) the union should have a written constitution*

8. QMSU conducts and manages its own affairs in accordance with the Articles of Association.

*(2)(b) the provisions of the constitution should be subject to approval of the governing body and to review by that body at intervals of not more than five years*

9. In accordance with Article 9 of the Articles of Association, any amendments to the Articles must be approved by QMUL, and the Board of Trustees and QMUL must initiate a review of the Articles at intervals of not more than five years.

*(2)(c) a student should have the right ... not to be a member of the union ... and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so*

10. Students have the right to opt out of membership of QMSU by notifying QMUL or QMSU in writing. This is reflected in Article 10.1.1 of the Articles of Association. QMUL's expectation is that students who have opted out should normally be able to make full use of QMSU's services.

*(2)(d) appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote*

11. Under Article 31 of the Articles of Association, Officer Trustees are deemed major union office holders and are required to be elected by secret ballot by the members of QMSU in elections to be held in accordance with the Bye-laws.

*(2)(e) the governing body should satisfy themselves that the elections are fairly and properly conducted*

12. QMSU is required to establish a Bye-law regulating the conduct of elections. In accordance with Article 60.2.7 of the Articles of Association, such elections shall be conducted fairly and properly and the Returning Officer shall report annually to QMUL on the conduct of elections.

*(2)(f) a person should not hold sabbatical union officer, or paid elected union office, for more than two years in total at the establishment*

13. Article 31 of the Articles of Association provides that Officer Trustees shall remain in office for a term of one year and may be re-elected for a maximum further term of one year.

*(2)(g) 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 governing body*

14. QMSU will be required under the Memorandum of Agreement as referred to in Section C 6 (e) above, to establish financial regulations. These regulations must specify that QMSU's budget for the application of the block grant be received annually by Council (or a relevant Committee) and that Council (or a relevant Committee) should receive QMSU's quarterly management accounts.

*(2)(h) financial reports should be published annually or more frequently, and should be made available to the governing body and to all students, and each report should contain in particular:*

*(i) a list of the external organisations to which the union has made donations in the period to which the report relates, and*

(ii) *details of those donations*

15. Financial reports of QMSU are required to be published at least annually, and to be made available to QMUL and all students. In accordance with Article 60.2.8 of the Articles of Association, such reports should contain a list of external organisations to which the Union has made donations in the period to which the report relates and details of those donations. QMSU is also required to file its annual reports and accounts with Companies House and with the Charity Commission in accordance with applicable legislation.

(2)(i) *the procedure for allocating resources to groups or clubs should be fair and should be set down in writing and freely accessible to all students*

16. QMSU is required to establish Bye-laws to regulate the allocation of resources to groups and clubs. In accordance with Article 60.2.3 of the Articles of Association, the procedure for allocating resources to groups or clubs shall be fair, set down in writing and freely accessible to all Students.

(2)(j) *if the union decides to affiliate to an external organisation, it should publish notice of its decision stating –*  
(i) *the name of the organisation, and*  
(ii) *details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation, and any such notice should be made available to the governing body and to all students;*

(2)(k) *where the union is affiliated to any external organisations, a report should be published annually or more frequently containing –*  
(i) *a list of the external organisations to which the union is affiliated, and*  
(ii) *details of the subscriptions or similar fees paid, or donations made, to such organisations in the past year (or since the last report), and such reports should be made available to the governing body and to all students;*

(2)(l) *there should be procedures for the review of affiliations to external organisations under which –*  
(i) *the current list of affiliations is submitted for approval by members annually or more frequently, and*  
(ii) *at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5 per cent.) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote*

17. In accordance with Articles 60.2.4 to 60.2.6 of the Articles of Association, QMSU is required to establish Bye-laws under which:-

- (a) If QMSU decides to affiliate to any external organisation, it shall publish notice of the decision which shall include the information required under the Act and such notice shall be made available to QMUL and to Students.
- (b) Where QMSU is affiliated to any external organisations, it shall review and publish in its annual report a list of external organisations to which an

affiliation fee has been paid, or donation given, and these shall be made available to QMUL and to Students.

- (c) Members shall be given an opportunity to review affiliations to external organisations in accordance with the requirements of the Act.

*(2)(m) there should be a complaints procedure available to all students or groups of students who –*

- (i) are dissatisfied in their dealings with the union, or*
- (ii) claim to be unfairly disadvantaged by reason of their having exercised the right [not to be a member of the students' union]*

*which should include provision for an independent person appointed by the governing body to investigate and report on complaints.*

*(2)(n) complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.*

18. QMSU will establish a Bye-law setting out its internal complaints procedure. Such procedure shall refer students to their entitlement under the Act, in the circumstances described above, to apply for a complaint to be investigated and reported on by an independent person appointed by Council under the QMUL Procedures for dealing with Complaints about the Students' Union. The independent person referred above is the College Assessor who is a senior member of staff with legal expertise. Complaints about, or arising from, the elections are considered under the procedure detailed in the Elections Bye-law. Students will usually be required to complete the internal procedures of QMSU prior to applying for a complaint to be investigated by QMUL.

*(3) The governing body ... shall for the purposes of this section prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements set out above are to be carried into effect in relation to the students' union ... , setting out in relation to each of the requirements details of the arrangements made to secure its observance.*

19. Council has approved this Code of Practice in compliance with the Education Act 1994.

*(4) The governing body ... shall as regards any students' union ... bring to the attention of all students, at least once a year –*

- (a) the code of practice currently in force ... ,*
- (b) any restrictions imposed on the activities of the union by the law relating to charities, and*
- (c) where the establishment is one to which section 43 of the Education (No.2) Act 1986 applies (freedom of speech in universities and colleges), the provisions of that section, and of any code issued under it, relevant to the activities or conduct of the union.*

20. The Code of Practice and any restrictions imposed on the activities of QMSU under charity law and section 43 of the Education (No.2) Act 1986 shall be published on the QMSU website for the attention of students and shall also be placed in the Policy Zone on the Academic Registry and Council Secretariat (ARCS) website.

- (5) *The governing body ... shall bring to attention of all students, at least once a year, and shall include in any information which is generally made available to persons considering whether to become students at the establishment –*
- (a) *information as to the right [not to be a member of students' union], and*
  - (b) *details of any arrangements it has made for services of a kind which a students' union at the establishment provides for its members to be provided for students who are not members of the union.*
20. Council requires that the Articles of Association and all Bye-laws, including those relating to opting out of membership, be published on the QMSU website. QMUL's prospectuses and the Student Guide will carry information about opting out of membership and the services available to members who have opted out.

Signed on behalf of Council:-

**Sir Nicholas Montagu, Chair of Council**

Signed on behalf of QMSU

**Oyedola Osilalaja, Union President 2014/15**

*[effective 10/02/15]*

### Annex 3

#### Principles underpinning excellent working relationships between higher education institutions and students' unions

- **Strategic Partnership** - Spirit of partnership between HEI and SU informing the strategic direction of both parties and informing service agreements. Informed engagement of SU representatives in key institutional decision making bodies.
- **Student Centred** - Shared commitment to developing and improving students' experience of academia and extra-curricular aspects of their lives
- **Respect and Understanding** - Clarity about, and mutual understanding of, the distinct roles of the HEI and the SU and the value that each party brings to the relationship.
- **Openness and Trust** - 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.
- **Mutual Support and Commitment** - Constructive interactions; demonstrable commitment to making the relationship work through investment of time and resources.
- **Independence** - Recognition of the value of a strong, student-led students' union empowered to determine and manage its own affairs. Recognition of the need for the HEI to balance the interests of a range of stakeholders within an increasingly challenging external context.
- **Accountability** - Accountability of SU to HEI 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, the Office of the Scottish Charity Regulator and/or Companies House. Acknowledgement by HEI that the SU is a major stakeholder and primary body representing the student voice.
- **Diversity & Equality** - A shared commitment to equality and diversity and the fair treatment of all staff and students

[The above is Appendix B of the *supplementary guide regarding the role of university governing bodies in relation to students' unions (March 2011)*, produced in collaboration by the Committee of University Chairs and the National Union of Students]

## **Annex 4 – Terms of Reference, Review Panel**

### **MEMORANDUM OF AGREEMENT**

#### **Review Panel**

#### **Terms of Reference**

### **1. Context**

- 1.1 It is intended that a Memorandum of Agreement (MoA) should be entered into between:-
- Queen Mary University of London (QMUL);
  - Queen Mary, University of London Students' Union (QMSU);
  - QMSU Services Limited (QMSU Services), as the wholly owned subsidiary of QMSU.
- 1.2 The MoA will reflect the revised Code of Practice (CoP) to be issued by QMUL under S22 of the Education Act 1994. It will also take into account the principles of the guidance issued jointly by the Committee of University Chairs and the National Union of Students regarding the role of university governing bodies in relation to Students' Unions<sup>1</sup>.
- 1.3 The MoA is intended to provide a framework within which QMUL and QMSU can continue to develop their mutually supportive and beneficial relationship. The supporting documents will include service level agreements on agreed areas where specific responsibilities are to be undertaken.
- 1.4 It has been agreed between QMUL and QMSU that there shall be a Review Panel (the RP) with responsibilities as set out below and which shall operate as set out below.

### **2. Responsibilities**

The RP shall be responsible for:-

- 2.1 reviewing and monitoring the putting into place of the MoA, and all Service Level Agreements and other arrangements to be agreed under it;
- 2.2 once the MoA is in place, the review and monitoring of the operation of the MoA, and all Service Level Agreements and other arrangements agreed under it;
- 2.3 monitoring compliance by the parties of their respective obligations under the MoA, and all Service Level Agreements and other arrangements agreed under it;
- 2.4 the determination of disputes arising between the parties arising in relation to the MoA, and any Service Level Agreements or any other arrangement agreed under it;
- 2.5 initiating a review on an annual basis of the CoP and the MoA; and
- 2.6 making recommendations and reporting as appropriate to the Queen Mary Senior Executive (QMSE), the Board of Trustees of QMSU, and the Board of Directors of QMSU Services.

### **3. Composition**

- 3.1 The RP will comprise representatives from QMUL, QMSU and QMSU Services. As minimum, its membership shall comprise:-

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<sup>1</sup> Guide for members of Higher Education Governing Bodies, Supplementary guide regarding the role of university governing bodies in relation to Students' Unions, March 2011

- The Vice-Principal Student Experience, Teaching and Learning, QMUL, who will act as Chair
- The Chief Operating Officer, QMUL
- An external member of the Council of QMUL (as nominated by the Chair of Council)
- The President, QMSU
- A external member of the Board of Trustees of QMSU or the Board of Directors of QMSU Services (as nominated by the Board of Trustees of QMSU)
- The Chief Executive, QMSU

3.2 Other members as agreed may be invited to join the RP.

3.3 The Secretary to RP will be the Secretary to the Board of Trustees of QMSU or such person as the RP shall decide.

#### **4. Meetings**

4.1 The Chair, in conjunction with the Secretary, will decide the frequency and timing of meetings. The RP will meet at least every 6 months.

4.2 Members of the RP who are unable to attend meetings personally are expected to arrange for a representative to attend on their behalf.

4.3 By agreement, others may be invited to meetings of the RP and/or to contribute to its work.

4.4 A quorum for meeting will be 3 members, comprising at least one representative from QMUL and at least one representative from QMSU.

4.5 Wherever possible, an agenda and the papers for meeting will be distributed 5 working days prior to the meeting.

4.6 Where possible, the RP will act by consensus, but, if this is not possible, it will act by majority vote.

4.7 Minutes or another appropriate record of each meeting will be kept and circulated to all members as soon as practicable following the meeting.

#### **5. Amendments**

These terms of reference may be amended at any time by agreement between QMUL, QMSU and QMSU Services.

*[March 2013 rev Nov 15]*



## **Annex 5 - Terms of reference, Task and Finish Group**

### **MEMORANDUM OF AGREEMENT**

#### **Task & Finish Group**

#### **Terms of Reference**

##### **1. Task**

- 1.1 The purpose of the Task and Finish Group (TFG) is to develop, together with its supporting documents, a Memorandum of Agreement (MoA) to be entered into between:-
- Queen Mary University of London (QMUL);
  - Queen Mary, University of London Students' Union (QMULSU);
  - QMSU Services Limited (QMSU Services), as the wholly owned subsidiary of QMULSU.
- 1.2 The MoA will reflect the revised Code of Practice (CoP) to be issued by QMUL under S22 of the Education Act 1994. It will also take into account the principles of the guidance issued jointly by the Committee of University Chairs and the National Union of Students regarding the role of university governing bodies in relation to Students' Unions<sup>2</sup>.
- 1.3 The MoA is intended to provide a framework within which QMUL and QMULSU can continue to develop their mutually supportive and beneficial relationship. The supporting documents will include service level agreements on agreed areas where specific responsibilities are to be undertaken.

##### **2. Reporting**

- 2.1 The TFG will report in writing to an MoA Review Panel, comprising representatives of QMUL, QMULSU and QMSUSL as agreed, with terms of reference as agreed.
- 2.2 Such Review Panel will review and monitor the putting into place of the MoA and, once in place, will review monitor its operation, reporting and recommending as appropriate to the Board of Trustees of QMULSU and to the Queen Mary Senior Executive.
- 2.3 It is intended that such Review Panel will meet every 6 months from September 2012.

##### **3. Composition**

- 3.1 The TFG will comprise:-
- The Vice-Principal Student Experience, Teaching and Learning, QMUL, who will act as Chair
  - The Chief Operating Officer, QMUL
  - The President, QMULSU
  - An external member of the Board of Trustees of QMULSU or of the Board of Directors of QMSU Services
  - The Chief Executive, QMULSU
- 3.2 Other individuals as agreed may be invited to join the TFG.
- 3.3 The Secretary to TFG will be the Secretary to the Board of Trustees of QMULSU.

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<sup>2</sup> Guide for members of Higher Education Governing Bodies, Supplementary guide regarding the role of university governing bodies in relation to Students' Unions, March 2011

#### **4. Meetings**

- 4.1 Meetings of the TFG will be held every 2 months on dates to be agreed until its task is complete. Members of the TFG who are unable to attend meetings personally are expected to arrange for a representative to attend on their behalf.
- 4.2 By agreement, others may be invited to meetings of the TFG and/or to contribute to its work.
- 4.3 A quorum for meeting will be 3 members, comprising at least one representative from QMUL and at least one representative from QMULSU.
- 4.4 Wherever possible, an agenda and the papers for meeting will be distributed 5 working days prior to the meeting.
- 4.5 Minutes or another appropriate record of each meeting will be kept and circulated to all members as soon as practicable following the meeting.

*[March 2013 rev Nov 15]*

## Annex 6 - Service Level Agreements

### A. Estates and Facilities Directorate:-

**Infrastructure and Maintenance**, providing for repair, maintenance and other services in relation to premises belonging to QMUL from time to time occupied or used by the Union and/or the Trading Subsidiary or in relation to the provision of their respective services and activities, for helpdesk services and for computed aided facilities management; and

**Campus Services**, providing postal, portorage, domestic, security and other services in relation to premises belonging to QMUL from time to time occupied and/or used by the Union and/or the Trading Subsidiary or in relation to the provision of their respective services and activities

**B. HR Directorate, Human Resources**, providing services in relation to the supply of staff employed by QMUL to work for the Union and/or the Trading Subsidiary, for advice and guidance from QMUL's HR department in employment matters and for QMUL to support payroll provision in relation to staff employed by the Union

**C. Occupational Health & Safety Directorate, Health and Safety** providing occupational health and safety advisory services and providing for the allocation of responsibilities as between QMUL , the Union and the Trading Subsidiary, in relation to the compliance with health and safety legislation affecting the Union's and/or the Trading Subsidiary's services and activities

**D. Finance Directorate, Finance**, relating to the provision of grant and loan finance, some insurance cover, advice and other services

**E. ITS Directorate, Information Technology**, relating to the provision of telephony and network services and Agresso administration, and the provision of hosting and other services under development

*[this will be a service description pending development of an SLA]*

## **Annex 7 - Other Agreed Arrangements**

### **A. Student Union**

Arrangements relating to the services and support provided by the Union to students of QMUL

### **B. Student Services**

Arrangements relating to the services provided by QMUL through its Student Services Directorate, and the role of the Union in relation to those services

### **C. Student Representation**

Arrangements relating to student representation on QMUL bodies

### **D. Data protection, security of information and confidentiality**

Arrangements relating to QMUL, the Union and the Trading Subsidiary as separate data controllers under the Data Protection Act 1998, with particular reference to the sharing of information

### **E. Intellectual property**

Arrangements relating to the use by the Union and/or the Trading Subsidiary of QMUL's name, working name, crest and/or other logos or other design features in relation to the Union's and/or the Trading Subsidiary's services and activities

### **F. Block Grant and other funding**

Arrangements relating to the framework for the provision of block grant and other funding by QMUL to support the Union's charitable objectives

## Annex 8 – the Premises

The use of any one of the premises listed below by the Union/the Trading Subsidiary will come to an end if the premises in question ceases to be used by the Union for the purposes of its charitable objects or of a students' union of QMUL, or by the Trading Subsidiary for the purposes of a wholly-owned subsidiary of a students' union of the QMUL, or by QMUL for the purposes of part of a university or college campus.

QMUL retains control and possession of the premises and can have access to any part of any of the premises at any reasonable time (or at any time in an emergency) to undertake maintenance.

### Note 1

- \* denotes occasional use only
- \*\* denotes operating contract with QMUL

### Note 2

All premises listed below are provided rent free and, broadly, on the following basis:-

QMUL is responsible for:-

- business rates, water charges and utility costs
- buildings and contents insurance (insurers will need details of relevant assets)
- maintenance of common parts and structure
- maintenance of exterior and interior, including plant, floor coverings, sanitary fittings, lighting and fire alarms
- maintenance of conducting media and apparatus
- maintenance of fire, safety, security and access control systems in fit for purpose operational manner and conforming to legal requirements

The Union/The Trading Subsidiary (as the case may be) is responsible for:-

- costs associated with delivery of services, including maintenance of operating equipment and management of cleaning

### Note 3

15 Godward Square, London E1 4FZ (Qmotion, offices, and the Drapers Bar & Kitchen) are leased to the Trading Subsidiary for a term of 10 years from 1<sup>st</sup> September 2008, at an initial rental of £70,000 per annum, and subject to annual upward adjustment in line with the RPI index. The lease includes a mutual break option which can be exercised at any time on giving 3 months' notice. . The other obligations of the parties are in line with Note 2 above.

Premises	Occupied and/or used by
<b>Mile End Campus</b>	
1. Infusion Shop	The Trading Subsidiary
2. Ground Coffee Shop and Café	The Trading Subsidiary

3. The Village Shop	The Trading Subsidiary
4. **The Learning Cafe	The Trading Subsidiary, by virtue of the terms of a contract for the provision of the café dated 7/12/10 between QMUL and the Union
5. Student Radio Room, People's Palace	The Union
6. Multi-Faith Centre, Students' Union Hub	The Union, managed as agreed with QMUL
7. Students' Union Hub offices	The Union
8. Students' Union Hub reception and meeting rooms	The Trading Subsidiary, as manager for the Union
9. *Great Hall	The Union (occasional use), subject to the internal charges payable on the same basis as academic departments unless the function is of a commercial nature in which case the external commercial fee for room booking will apply
10. *Octagon	The Union (occasional use), subject to the internal charges payable on the same basis as academic departments unless the function is of a commercial nature in which case the external commercial fee for room booking will apply
<p><b>Whitechapel Campus, Students' Association Building</b></p> <p>This building is held on a Lease for a term of 60 years, from 13 January 2006 by QMUL. The Lease provides that the freeholder Barts Health NHS Trust may require the Tenant to move into decanting accommodation, if required to allow the NHS to bring forward redevelopment of the Dental Hospital site.</p>	
11. GriffInn Bar & Café	The Trading Subsidiary
12. Reception Point	The Trading Subsidiary
13. former Coffee Clinic and recreation room	The Union
14. Offices	The Trading Subsidiary and the Union
<p><b>Whitechapel Campus</b></p>	

15. *Laird Hall, Floyer House	The Union (occasional use). This accommodation is used for teaching accommodation during normal working hours and so is only available to student societies when not required for teaching purposes.
<b>Charterhouse Square Campus, Dawson Hall</b>	
The Charterhouse Square site is held on a Lease for a term of 25 years from 1 <sup>st</sup> September 2008 by QMUL. The lease allows for the facilities of College Hall to be used for recreational and leisure purposes for any student or member of QM staff or a member of the Student Union of Queen Mary. The Lease does, however, prohibit and underletting of the Charterhouse Square site, otherwise than at the rack rental value of the sub-let area.	
16. Shield Café & Bar	The Trading Subsidiary
17. Fitness to Practice Fitness Centre (registered members only)	The Trading Subsidiary
<b>Other</b>	
18. **Chislehurst Sports Ground	The Trading Subsidiary (managed as agreed with QMUL)
19. *various venues	The Union's - Clubs & Societies (occasional use), subject to payment of appropriate porting charges for room bookings outside of core teaching hours unless in the Bancroft Building at Mile End
20. various open spaces ancillary to above, eg Drapers Square – to be specified	The Union and the Trading Subsidiary, subject to the prior written approval of the Director of Estates and Facilities