

Annex A

ANNUAL COSTS TO BE MET BY ICU

1. The costs currently to be met by the ICU, which are subject to review from time to time, are set out below.
2. Staff salaries including those of Sabbatical Officers.
3. Cleaning of all areas under the management control of the ICU. The cleaning of other areas in the College when used by the ICU's clubs and societies shall be a charge on those clubs and societies and not the Union itself, except where those clubs and societies are unable or unwilling to pay.
4. With the exception of the external fabric and building plant and services, maintenance of all areas under the management control of ICU, to approved standards laid down for the College by the Facilities Management Division, which has rights of inspection and specification, to include:
 - a. A cyclical programme of internal redecoration;
 - b. Repairs to and maintenance of electrical services from the point of outlet;
 - c. Repairs to and replacement of damaged items of property including locks, fire appliances, etc.
 - d. Health and Safety compliance costs including the electrical testing and repair of portable items used by ICU clubs and societies and those in areas under the management control of the ICU, in accordance with the College Policy on electrical testing, as advised by the Safety Director or his nominee.
5. Provision of First Aid boxes and First Aid supplies to standards required by the Director of Occupational Health.
6. Security costs incurred by special functions, the level of security being determined by the Head of College Security in consultation with the ICU ~~General Operations~~ Manager in light of the nature of the function.
7. Training of Sabbatical Officers and staff, including safety training, except for those internal College courses which are not charged to Departments/ Divisions.
8. Provision, repair and replacement of furniture and equipment in areas under the management control of the ICU.
9. Office expenses including stationery, photocopying, printing and postage.
10. Telephone and FAX rentals and all calls.
11. Sabbatical Officers' accommodation.
12. Insurance, such specialist insurances as are required to cover those areas not covered by the College's policies.

Comment [p1]: College Councils version differs slightly but does not make sense.

ICU PUBLICATIONS

CODE OF PRACTICE

The Code of Practice shall be that adopted, and from time to time amended, by the Press Complaints Commission, in relation to the press in the United Kingdom.

The Press Complaints Commission address is:

Press Complaints Commission,
Halton House
20/23 Holborn
London
EC1N 2JD

The Code may be obtained from the Press Complaints Commission's website, at <http://www.pcc.org.uk/cop/practice.html>.

ICU publications shall also take account of the Press Complaints Commission's Code Advice and Guidance Notes, as from time to time adopted and amended.

In the Code, advice and guidance as applied to ICU publications any reference to the Press Complaints Commission shall be read as a reference to the Union Court.

UNION MEDIA - DEFAMATION CODE OF PRACTICE

INTRODUCTION

1. The publication of defamatory material in any format including Internet notice boards or websites could place the ICU at risk of substantial legal proceedings. The College does not wish to interfere with the freedom of expression enjoyed by ICU and its publications. However, it does require some safeguards to be in place to enable a speedy response to an allegation that defamatory material has been published. In setting out this procedure the College looks to balance freedom of expression (as required under section 43 of the Education (No.2) Act 1986) against the substantial liability which can be occasioned by suits for defamation.
2. This code of practice attempts to summarise briefly the law of defamation. However the law is more complex than this and subject to change by statute or the courts, nor is it a substitute for proper legal advice.
3. This procedure shall only be used in relation to potentially defamatory statements in the Union Media and for no other purpose.

WHAT IS DEFAMATION?

4. Defamation is defined as "the publication of an untrue statement which tends to lower a person in the estimation of right-thinking members of society generally." The "untrue statement" can be words, visual images or some other method of signifying meaning. Defamation takes two forms, libel and slander. Libel involves (amongst other things) writing or printing a defamatory statement. Slander is speech or gestures of a defamatory nature.

WHAT ARE THE DEFENCES TO A CLAIM OF DEFAMATION?

5. **Justification** – this will only apply if there is evidence that will stand up in a court of law that can prove that what has been said is true. The burden in law is upon the publication to prove truth. Simply putting 'allegedly' at the start of a statement does not necessarily stop it from being defamatory. It must also be noted that simply repeating a defamatory statement that has already been published elsewhere is considered to be a separate act of defamation in itself and is further actionable in the courts.
6. **Fair Comment** – the argument that a statement was an honestly held opinion on a matter of public interest, without malice (set out in paragraph 8) can also be used as a defence against a defamation claim. Unlike qualified privilege (explained below), fair comment is not limited to those with a "duty" to publish. The "public interest" includes matters "as such as to affect people at large, so that they may legitimately be interested in, or concerned at, what it going on; or what may happen to them or others;". Fair comment covers only comment, not statements of fact, and must be based upon facts which are true or privileged.
7. **Privilege** - There are times when complete freedom of speech, without any risk of defamation action, is in the public interest. Privilege can be "absolute" or "qualified". Absolutely privileged statements include statements in Parliament, Parliamentary

reports, statements made in UK judicial proceedings, fair and accurate contemporaneous reports of judicial proceedings in the United Kingdom and UN tribunals and communications by ministers of other officers of state in the court or official duty.

Qualified privilege may only be exercised in the absence of malice (set out in paragraph 8), and upon “any occasion when the person who makes a communication has an interest or a duty, legal, social or moral, to make it to the person to whom it is made, and the person to whom it is made has a corresponding interest or duty to receive it.” An element of reciprocity is essential, however if “a publication related to a matter of public interest, ... the reciprocal duty and interest could be found even where publication was by a newspaper to a section of the public or the public at large.” In the leading case of *Times Newspapers v Reynolds*, ten factors to be taken into account in considering qualified privilege were set out:

1. The seriousness of the allegation. The more serious the charge, the more the public is misinformed and the individual harmed, if the allegation is not true.
2. The nature of the information, and the extent to which the subject-matter is a matter of public concern.
3. The source of the information. Some informants have no direct knowledge of the events. Some have their own axes to grind, or are being paid for their stories.
4. The steps taken to verify the information.
5. The status of the information. The allegation may have already been the subject of an investigation which commands respect.
6. The urgency of the matter. News is often a perishable commodity.
7. Whether comment was sought from the plaintiff. He may have information others do not possess or have not disclosed. An approach to the plaintiff will not always be necessary.
8. Whether the article contained the gist of the plaintiff's side of the story.
9. The tone of the article. A newspaper can raise queries or call for an investigation. It need not adopt allegations as statements of fact.
10. The circumstances of the publication, including the timing.

Qualified privilege also applies to the fair and accurate reporting of domestic or foreign legislatures, courts, inquiries, international conferences, public registers, commissions and other such bodies, subject to conditions as set out in the Defamation Act 1996.

8. **Malice** - For the defences of fair comment and qualified privilege to succeed, it is essential that the statement be made without malice. Malice means any dishonest or improper motive. If a person has made a comment based on facts they knew to be untrue, or commented upon facts recklessly without caring whether they were true or not, or made a comment about someone simply to discredit them, then this would constitute malice, and they would not be able to claim “fair comment” or “qualified privilege” as their defence.
9. **Accepted offer of amends** – the person or body defamed has accepted an apology or offer of amends.
10. **Consent** – The person defamed consented clearly and unequivocally to the publication of the defamatory statement.

PROCEDURE

11. If, in the opinion of the College Secretary or, in his absence, another member of the College Management Board, defamatory material has been published in any form in the ICU managed student media, the ICU President shall be contacted and will

authorise and arrange for the removal of the offending material immediately pending further investigation. In the event of the ICU President being unavailable, any Deputy President may arrange for the removal of the offending material from distribution.

12. Where a complaint is directed in the first instance to the ICU President, he or she will notify the College Secretary, or in the College Secretary's absence, another member of the College's Management Board immediately for further advice.
13. Where there is a dispute over the existence of defamatory material (for example, where the author or editor of the publication in question believes that the material is not defamatory due to the existence of a defence), the material in question shall be removed for the protection of the College and ICU while the College Secretary consults an arbitrator for guidance.
14. The arbitrator will normally be the Pro-Rector (Educational Quality) or his or her nominee, and shall act independently. If the arbitrator is under a conflict of interest the Rector shall appoint another independent arbitrator. The arbitrator must provide the College Secretary, editor and ICU President with an opportunity for comment prior to making any decision.
15. The arbitrator shall come to a decision within 7 days of the complaint, or within 14 days with the approval of the Rector. Should the arbitrator feel that legal advice is necessary, the opinion of the College's Solicitors shall be sought. The arbitrator's decision shall be final and shall be divulged in full with reasons to all relevant parties.
16. If the arbitrator finds defamatory material to have been published, the publication shall be withdrawn and may only be re-issued with the defamatory material withdrawn or redacted. If the arbitrator finds there to have been no published defamatory material, then the College and the ICU may consider jointly such measures as are appropriate to remedy any financial loss to the ICU publication affected.
17. Any members of the College who are found to have deliberately published defamatory material will be dealt with under the relevant College or Union disciplinary procedures.
18. The Union Court is responsible under the Constitution as an independent part of the Union responsible among other things for dealing with complaints about Union publications, in a role equivalent to that of the Press Complaints Commission, such complaints possibly including defamatory material (though material need not be defamatory to breach the PCC Code). However, given the potentially swift dissemination of Union publications and potential liability of the College, this procedure shall be established in addition to any rights and remedies available in the Union Court.

SERVICE LEVEL AGREEMENT

HUMAN RESOURCES

Administration Services, Support Services and Business School

Officially launched 1st October 2005

The College's HR Strategy has been developed to facilitate the achievement of the College's Strategic Objectives; the achievement of these is dependant upon the performance of staff and the quality of their contribution. The Human Resources Division has developed specific Aims and Actions to facilitate this, one of these is; "HR service performance measures against targets".

The Human Resources Division provides a professional Human Resources management service to the College. The operational HR teams support managers to carry out their line management responsibilities effectively.

HR metrics have been in place at the College for some time, with the devolvement of operational HR processes to Faculties/ Departments in some areas; it is timely that these are reviewed to ensure HR teams have an agreed benchmark to judge their service delivery.

The Human Resources Service Level Agreement (Agreement) has been produced to measure the delivery of specific requirements by the operational HR teams. The Agreement has also been developed to aid users of the HR service understand their role within the individual HR processes and timescale within which the process should be delivered.

The timescales within the Agreement should be used as a benchmark to indicate the average time to deliver a requirement/process. They are based on HR teams receiving all the relevant information to enable the completion of the process. It also allows HR teams to review their performance in an objective way, both in regards to turn-around time and quality.

Statistics will be collected jointly; by information recorded by the HR teams and via the completion of a questionnaire from users of the HR service. HR teams will be responsible for collating the information and passing these to the Head of HR Operations on a monthly basis. These statistics will be published quarterly.

With regard to the questionnaire, it is proposed that the Senior HR manager will meet with Heads of Departments/Divisions/Director of Operations (Business School) or their nominated representatives (possibly Departmental Administrators), on a quarterly basis, to obtain feedback on the quality of service provision.

Additionally, the collated information will be used to audit if the agreed standards are being achieved and, to review if there are any resources or

procedural implications that are creating a barrier to the effective delivery of high quality service.

The Agreement will be reviewed on an annual basis to ensure its relevance and to incorporate any agreed changes. To assist the review, Human Resources Division (Head of HR Operations) welcomes comments on this Agreement.

General principles – not for measurement

HR staff will aim to provide a professional, proactive and timely service to all users.

General enquires will be subject to the turnaround times below:

- All urgent e-mails will be responded to **on the day received**.
- All non-urgent e-mails will be responded to within **2 working days**.
- All urgent voicemail messages will be responded to on the **same day**.
- All non-urgent voicemail messages will be responded to by no later than the **following day**.
- All urgent correspondence will be responded to **on the day received**.
- All general correspondence will be responded to within **2/5 working days** depending on the nature of the correspondence.

1. Recruitment

The aim of the HR process

To attract and retain academic staff who are the best in the world in their field, research, professional and specialist staff of high calibre capable of operating and adding value in a complex knowledge-based organisation.

HR will:

- Advise on policy, procedures and best practice to be followed
- Advise on the need for the post including assessing alternative strategies
- Advise on the content of the job description, person specification, advertisement, media and timescale
- Undertake job evaluation as necessary
- Liaise with Advertising Agency to place advertisement
- Ensure 'proof' is seen and approved by recruiter

What we need from you:

- Notification of recruitment so that appropriate advice can be given;
- Completed "Request to Recruit Form" with relevant signatures and financial approval; attach job descriptions, person specifications, organisation chart and advertisements
- Identify recruiter to be responsible and available for contact throughout the process
- Invite candidates for interview, make arrangements for selection process
- Retain all ORIGINAL application forms and/ or CVs plus interview notes for 6 months
- Shortlist candidates for interview in accordance with criteria

Turnaround

HR will approve recruitment request forms for academic and research staff within 5 working days.

HR will approve recruitment request forms for support staff within 2 working days.

Identify time taken to recruit to each individual vacancy.

2. Production of contract of employment

The aim of the HR process

To ensure that all staff whether permanent or fixed term, full or part time are issued with an appropriate and accurate contract of employment, together with other relevant documentation in a timely manner.

HR will:

- Advise on terms and conditions relevant to the category of staff to be appointed
- Prepare and issue the contract of employment which will include all relevant terms and conditions plus appropriate forms
- Notify Payroll Department of salary details
- Process follow-up documentation; record new starter on ICIS
- Advise on any variations to staff terms and conditions i.e. reduction in hours, special allowance
- Prepare and issue contract variation

What we need from you:

- Return the completed "Request for Contract form" with relevant signatures of approval and supporting documentation
- Plan departmental induction and introduction to Imperial College
- Consult with your HR Adviser prior to agreeing any contractual change i.e. reduction in hours
- Complete "Contract Change form"

Turnaround

HR will issue all conditional contracts of employment within 2 working days of receipt of completed authorised form.

All unconditional contracts of employment will be issued within 5 working days of receipt of completed authorised form.

HR will issue all contract variations within 5 working days of receiving completed authorised form.

3. Obtaining Work Permits

The aim of the HR process

To successfully obtain a work permit for non-European Economic Area (EEA) nationals who meet the criteria of the post in question.

HR will:

- Provide up to date advice on work permit regulations and relevant immigration legislation
- Maintain contact with the Home Office
- Gather relevant advertising details and liaise with recruiter regarding suitability of non-EEA nationals for the post in order to complete work permit application form
- Notify recruiter and applicant on receipt of Permit
- Request cheque from Finance Department

What we need from you:

- Clear understanding of the situation regarding permission to work in the UK if non-EEA national applies for post
- Contact with your Faculty/ Department HR team should a non-EEA national meet the criteria and be shortlisted for interview in order to ascertain the requirements relating to Work Permits
- Notification of intention to offer post to non-EEA national
- Complete Work Permit application form

Turnaround

Following receipt of cheque from Finance. Work Permit applications will be completed and dispatched within 2 working days of receipt of all relevant information.

Home Office may take up to 8 weeks to consider application. HR will keep recruiting department advised of progress.

Forward Work Permit on day received.

4. Leave to Remain

The aim of the HR process

To successfully obtain leave to remain.

HR will:

- Issue notification to Department of future expiry dates of work permit
- Advise on completion of paperwork
- Provide relevant correspondence if appropriate

What we need from you:

- Copy of approved leave to remain document

Turnaround

HR will provide staff with support on completing their applications.

HR will issue reminder of forthcoming Work Permit expiry dates, bi-monthly.

5. Probationary Reviews

The aim of the HR process

Administer efficiently probation periods for all staff and advise on follow-up action as appropriate.

HR will:

- Confirm in all letters of appointment the probationary review and its length
- E-mail the manager and copy to the departmental administrator to ensure that the probation review is carried out at the relevant stage
- Advise on the action to be taken should any shortfalls or difficulties in performance emerge
- Write to the employee to confirm the outcome of the probationary period

What we need from you:

- Identify a suitable senior member of staff to act as the probationer's supervisor
- If appropriate identify a suitable member of staff to act as either a personal mentor or buddy
- Reply to reminders about the progress of the probationer
- Highlight to the Faculty/ Department HR team at the earliest possible stage any problems with performance in order that HR can advise where necessary on how to address the issues
- Return of completed mid-term probation form at relevant stage
- Provide final probationary review confirmation prior to the end of the probation date

Turnaround

Reminders will be issued for mid-reviews 2 weeks after the usual central report.

Reminders will be issued for final-reviews 2 weeks after the usual central report.

HR will issue confirmation letters within 5 working days of completion of probationary period.

6. Absence Management

The aim of the service

To ensure the Faculty/ Department are aware of their obligations to monitor absences and to advise on how to deal with absence related issues.

HR will:

- Analyse on a monthly basis reported sickness absence
- Advise on investigation for long term and irregular sickness absence
- Advise managers on the necessary steps to deal with absences
- Advise manager to refer employees with substantial or irregular sick patterns to Occupational Health
- HR liaise with manager regarding occupational health report.

What we need from you:

- Ensure all staff are aware of the procedure for requesting annual leave
- Ensure HR10 (self-certification) form completed and forwarded to HR
- Ensure medical certificate forwarded to HR
- Advise as soon as possible of staff with apparent long term health problems i.e. (sickness procedure), so that if necessary advice can be provided on how to deal with matter
- Highlight individuals with irregular attendance records and seek advice on how to deal with this type of matter
- Ensure all staff are aware of the College's reporting procedure for sickness absence
- Meet with the member of staff on their return to work

Turnaround

Provided all relevant information regarding absence is supplied and up to date. Progress check will be conducted by HR within 2 weeks of recommended action points.

HR will monitor reported sickness absence on a monthly basis.

7. Employee Relations

Aim of the service

To ensure that all employee relations matters are dealt with promptly and fairly across the College, with due regard to current legislation and good practice, and minimising risk to the College from Employment Tribunals.

HR will:

- Discuss staff issues/concerns with the manager
- Advise on informal approaches to address issues/concerns
- Discuss discipline/grievance/restructuring issues with the department to establish the action and investigation level required
- Advise on the College's procedure and current legislation if appropriate
- Ensure an HR Adviser will participate in all formal disciplinary/grievance and restructuring meetings
- Advise on all documentation to be sent to the employee concerned
- Arrange for panels or appeals to be set up if required
- Ensure training will be provided through the Staff Development Unit
- Adhere to the principles of natural justice

What we need from you:

- Ensure all members of staff are clearly aware of conduct and performance criteria and objectives
- That any employee related incidents are reported to HR on the day they happen or the following working day at the latest
- Guidance is sought from your HR Adviser before attempting to deal with a particular issue
- If a full investigation is required that it is undertaken in consultation with HR and reports copied to HR
- Details of pertinent information and witnesses, where applicable, are properly gathered and notified
- The HR Adviser is consulted prior to any correspondence being issued
- Business case provided to HR for restructuring

Turnaround

Initial advice will be provided on the day or within 2 working days, depending on the urgency and complexity.

8. Termination of Employment

The aim of the service

To ensure all contracts are brought to an end in an appropriate manner according to the terms and conditions of employment.

HR will:

- Issue reminders concerning the end date of fixed term contracts and subsequently extend or terminate contracts as instructed
- Distribute leaver form
- Non receipt of contract extension form by payroll deadline, individual(s) put on "suspend assignment"
- Send out confirmation letters when employees resign, offer the opportunity of an exit interview
- Update ICIS as soon as the resignation is processed
- Liaise with Pay Office on any termination payment
- Negotiate and calculate severance / early retirement packages in appropriate circumstances
- Manage redundancies including consultation with unions and with the individuals concerned in consultation with the Department
- Issue reminders of pending retirement dates
- Termination on the grounds of sickness or through disciplinary procedure will be dealt with as outlined under those procedures

What we need from you:

- Completion of "Leavers form"
- Comply with probation procedure and guidelines and complete relevant documentation on time
- Return of "Contract Change Form, extension" prior payroll deadline
- Discuss with HR any potential severance / early retirement before taking any action
- Comply with obligations set out in the "Fixed Term Contracts procedure"
- Business case provided to HR for restructuring
- Under no circumstances to terminate employment

Turnaround

Upon receipt of relevant information, all leavers processed within monthly payroll deadline.

Fixed term contract reminders will be issued 3 / 4 months prior to the end of the contract.

Copy of Leaver Form forwarded to relevant all relevant departments/ areas identified on the Leaver Form within 2 working days of receipt.

SUMMARY

General Principles

- All non-urgent e-mails will be responded to within **2 working days**.
- All non-urgent voicemail messages will be responded to by no later than the **following day**.
- All general correspondence will be responded to within **2/5 working days**.

Listed below are the proposed areas for measurement:

Pre-employment

- number of recruitment request forms for academic and research staff approved within 5 working days.
- number of recruitment request forms for support staff approved within 2 working days.
- number of conditional offers issued correctly within **2 working days**
- number of conditional offers returned for correction due to HR administrative error
- number of unconditional offers of employment issued correctly within **5 working days**
- number of unconditional offers employment returned for correction due to HR administrative error
- number of work permits submitted to the Home Office within **5 working days**.

Employment

- number of probationary reminders issued within **2 weeks of** mid review.
- number of probationary reminders issued within **2 weeks** of final review.
- number of appointment confirmation letters completed within **5 working days** of completion of probationary period.
- number of contract variations issued correctly within **5 working days**.
- number of contract variations returned for correction due to HR administrative error
- number of leave to remain applications being completed with HR support **this month**.
- number of sickness absence cases being managed with HR support **this month**.
- number of Employment Relations cases being managed with HR support **this month**.

End employment

- number of end of fixed term contract reminders issued with **3 / 4 months** of contract ending.

- number of end of fixed term contracts being managed with HR support **this month.**
- number of leaver forms forwarded to all relevant departments/ areas identified on the Leavers Form within **2 working days.**
- number of Leaver letters processed correctly by **payroll deadline.**
- number of Leavers letters returned for correction **this month.**

QUESTIONNAIRE

To measure quality of service provision from operational HR team

- Ratings:**
- 1 = Did not meet expectations (please specify)**
 - 2 = Partly met expectations (please specify)**
 - 3 = Fully met expectations**
 - 4 = Exceeded expectations.**

Ratings should be considered and set in relation to requirements stated in the College's HR procedures, policies and employment legislation.

Employee relations

- Quality of advice and support received on; disciplinary, performance management, sickness absence, grievance, harassment & bullying and restructuring cases
- Knowledge and advice on employment legislation

Pre-employment

- Quality of advice and support on drafting recruitment material - job description, person specification and advert
- Quality of advice and support on work permit and leave to remain regulations
- Quality of advice on terms and conditions

Employment

- Quality of advice and support received on managing probationary issues
- Quality of advice and support received on the implications of making contract changes/ extensions
- Knowledge and advice on College and HR Procedures and Policy
- Quality of advice and support received on managing restructurings

End employment

- Quality of advice and support received regarding the ending of fixed term contracts
- Quality of advice and support received to end an employees contract for some other reason

STAFF/STUDENT PROTOCOL

**(The Relationship of the Elected Officers of ICU,
its Committees and its Permanent Staff)**

1. It is recognised that any officers elected by the student members of ICU are accountable to that membership, through the ICU Council, or through its committees. ICU staff are accountable through the line management structure to the General Operations Manager and ultimately, through the ICU President, to the ICU Trustee Board. Any staff with an operational management line to the Operations Manager are covered by this protocol, even where direct line management is through the College.
2. The aim of this Protocol is to clarify the relationships between students, their elected representatives and staff. The document serves to provide protection to staff and the democratic processes of the Union, but also to promote an effective working environment.
3. The President of the ICU and the General Operations Manager are responsible for ensuring all officers and members of ICU staff are aware of this protocol. Sabbatical Officers and any other person who derives employment from elected office are "ICU officers" and not "staff" for the purposes of this protocol.

THE ROLE OF STAFF IN MATTERS OF ICU POLICY

4. The maintenance of the integrity of democratic practice within ICU precludes the direct involvement of staff employed in the Union in matters of policy.
5. Staff shall at all times strive to uphold the policies, aims and objectives of the ICU.
6. Staff members may attend meetings of any body of the ICU when invited or with the permission of the President.
7. Staff members may not exercise a vote in any Union meeting.
8. Staff members may advise officers of the ICU on any matter within their work area, but shall not in any other way seek to influence the policy-making process of the Union.
9. Staff members may not take part in public discussion of ICU policy nor give public expression to views contrary to ICU policy within the Union.
10. Staff members shall not comment on ICU policy except to answer factual questions which come within their area of work.
11. Staff shall not involve themselves in any partial way in the election of any officers or representatives of the ICU.

THE ROLE OF MEMBERS OF THE ICU IN EMPLOYMENT ISSUES

12. The maintenance of the integrity of the Union as an employer precludes any staff matters, either related to work or personal matters, from being discussed in any open forum of the Union. This does not prevent the discussion of any activities undertaken by the Union, even if staff led, as long as staff performance does not feature in said discussion. This does not prevent the discussion of any activities undertaken by the Union, even if staff-led, as long as staff performance does not feature in said discussion.
13. All matters relating to conditions of service, performance and conduct of members of staff employed in the Union shall be dealt with by the ICU President in consultation with the ICU, General Operations Manager where appropriate. The ICU President and General Operations Manager may seek the advice and support of the College's Human Resources Division.
14. All matters relating to the conditions of service, performance and conduct of the ICU General Operations Manager shall be dealt with by the ICU President as the General Operations Manager's line manager, in consultation with the College's Human Resources Division, where appropriate.
15. All matters relating to the performance and conduct of members of College staff shall be raised at the appropriate level in the College by the ICU President , where appropriate.
16. The officers of the ICU shall refer complaints about individual members of staff employed in the Union to the ICU President who will handle them in consultation with the ICU General Operations Manager and in accordance with the line management structure of the Union.
17. The officers of the ICU shall not permit discussions relating to the conditions of employment, performance or conduct of members of Union staff in articles, correspondence or other publications produced under the auspices of the ICU.
18. Officers of the ICU should be encouraged to make use of the staff support available, but shall not directly manage the work of individual members of staff employed in the Union. In the event that an ICU officer wishes to change the priorities of an ICU staff member, this should be done through the Union's line management structure.
19. Complaints about the conduct of ICU Staff members while not on Union business, which are raised by members of the Union, College or the general public or by shall be addressed through the appropriate line management structure.
20. Matters relating to ICU staff shall be considered within the context of the line management structure of the Union and, where necessary, in accordance with the College's disciplinary and grievance procedures .

SABBATICAL OFFICERS

21. Sabbatical Officers shall be subject to the same scrutiny and discipline as any other ICU officer, subject to the relevant Union Regulations and policies.

STUDENT STAFF

22. Students may be employed by the Union on a part-time basis. These students should not be prevented from exercising their democratic rights as student members of the ICU because they are also members of ICU staff. Therefore, student staff may take a full and active part in the democratic administration of the ICU, including full membership of all its committees with the exception of the Trustee Board.
23. Student staff may not raise any issue relating to the employment, terms and conditions of service, performance and conduct of themselves or any other staff member in any committee of the ICU.
24. Student staff are entitled to comment on policies relating to the areas of the ICU where they work, other than employment policies, and shall not be discriminated against for doing so.
25. Student staff will be afforded the same protections as permanent ICU staff members under this protocol.
26. Student staff should pursue any issue which arises in connection with their employment through the relevant line management structure.

ENFORCEMENT and INTERPRETATION

27. The ICU President is ultimately responsible for the enforcement of this protocol and shall be responsible for clarifying the relationship between the ICU and members of staff. When the Trustee Board or Court are sitting, its chair shall be responsible for the clarification or enforcement of the protocol. The Court shall interpret this protocol when required as with any other Union rule.
28. When the President or other ICU officer for the time being with delegated authority to manage staff act through such staff, the conduct of the President or other officer may be the subject of comment in any open meeting or forum. Discussion of the conduct of the staff themselves shall be subject to the prohibitions set out above.
29. The Trustee Board, Executive Committee and Court may discuss matters relating to employment issues for staff with safeguards for propriety set out elsewhere in the Constitution and Regulations. The Trustee Board and Court may require staff to attend, answer questions and produce documents or items.
30. Breaches of this protocol by ICU staff shall be resolved through the line management structure, by the ICU ~~General-Operations~~ Manager. If the ~~General-Operations~~ Manager is implicated the ICU President shall resolve the matter.
31. Breaches of this protocol by ICU members shall be resolved by the President, if necessary, through the appropriate disciplinary procedures. If the President is implicated the matter shall be referred to the ICU Trustee Board.

DRAFT – FOR CODE OF PRACTICE

Sports Partnership

Imperial College Union & Sport Imperial **Sports Partnership**

The Sports Partnership is a collaboration between Sport Imperial and Imperial College Union to oversee the development of student sport at Imperial.

The aim of the Sports Partnership is to promote and enhance participation and performance in student sport within the Imperial College community through provision of a safe and active environment encompassing professionalism, relevant administrative support systems and advice.

The Sports Partnership is managed by the Sports Partnership Board, comprising of:

Joint Chairs

Director of Commercial Services (Imperial College)

Deputy President (Clubs & Societies) (Imperial College Union)

Sport Imperial

Head of Sport Imperial

Sports Development Officer

Operations Manager (Observer)

Imperial College Union

President

Athletic Clubs Committee Chair

A representative of Imperial College School of Medicine Students Union (Observer)

Membership Services Manager (Observer)

Sports Partnership Administrator (In attendance) - Secretary

The Sports Partnership Board will meet at least once a term.

Decisions of the Sports Partnership Board relating to matters concerning Imperial College Union can be overruled by the Imperial College Union Executive Committee if it sees fit.

Continued collaboration between Sport Imperial and Imperial College Union through the Sports Partnership, composition of the Sports Partnership Board, aims of the Sports Partnership, Roles of the Sports Partnership and Roles within the Sports Partnership are all subject to the approval of the Imperial College Union Trustee Board.

Roles of the Sports Partnership

- To establish an overarching strategy for participation in British Universities and Colleges Sport (BUCS) competitions;
- Provide funding for BUCS Individual Competition entries and affiliations;
- Advise Imperial College Union (ICU) on BUCS League Team entries;
- Oversee coaching provision for BUCS competition participants;
- Advise on and co-ordinate kit design and purchase, and provide funding where appropriate;
- Recognise and reward participation in sport;
- Enhance communication between Imperial College Union's clubs and Sport Imperial;
- Oversee the Imperial College Intra mural sport programme;
- Review facility requirements for all competitive fixtures and training provision;
- Seek sponsorship opportunities;
- Advise on additional funding opportunities;

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Sports Partnership

- Receive regular updates on the Talented Athlete Scholarship Scheme (TASS);
- Receive regular updates on the Developing Excellence Scheme (DES) and TOPSport applications/awards;
- Receive regular updates on participation and achievements at European University Sports Association (EUSA) events and the World University Games (WUGS);
- Oversee community sports initiatives and sports ambassador & volunteer schemes;
- Oversee development plans for clubs falling within the remit of the Sports Partnership.

The Sports Partnership relates to the ICU recognised student groups that:

- a. Use or might use facilities managed by Sport imperial on a regular basis for sporting purposes *or*
- b. Compete in BUCS or other competitive sporting events

A list of relevant ICU student groups will be compiled by 30th September each year.

Roles within the Sports Partnership

Sport Imperial

- Commit to the ongoing staffing costs within the Sports Partnership;
- Responsibility for facilities, Sports Development, Intra mural programme & Scholarships/Awards;

Imperial College Union

- Commit funding to competitive entries and associated costs (where appropriate) via grants to clubs falling within the remit of the Sports Partnership. Efforts will be made to ensure this amount is index linked and not decrease in real terms year on year;
- Responsibility for the administration of BUCS competition entries and fixtures;
- Responsibility for training of sports club and team captains;
- Approve sponsorship contracts for sports clubs;
- Provide office space for the Sports Partnership Administrator;
- Ensure appropriate governance and management of clubs falling within the remit of the Sports Partnership – this includes Finance, Health & Safety and Discipline.