

# **Partnership Agreement**

## **Imperial College London (Imperial) and Imperial College Union (ICU)**

### **1. Introduction**

- 1.1 This partnership agreement is a binding framework, which will govern the operational relationship between the Union and the College. It is based on shared values and mutual respect and trust.
- 1.2 Imperial College Union (the Union) is the Students' Union of Imperial College London (the College) as defined in the Education Act 1994. Imperial College recognises the Union as the sole representative body for the students of the College.
- 1.3 The Union is a registered charity in England and Wales. Both the Union and the College recognise the responsibilities of its Trustees under charity law.
- 1.4 The Union's charitable objects, as set out in its constitution are for the advancement of education of students at Imperial College London by:
  - i. Promoting the interests and welfare of students during their course of study and representing, supporting, and advising students.
  - ii. Being the recognised representative channel between students and Imperial College London and any other external bodies.
  - iii. Providing social, cultural, and recreational activities and forums for discussion and debate for the personal development of its students.
- 1.5 The College recognises the Union's integral role in the student experience at Imperial through:
  - i. Improving the academic and educational experience of students.
  - ii. Supporting and enhancing the wellbeing of students.
  - iii. Strengthening and helping to create active and inclusive student communities.
  - iv. Empowering students to change the world around them.
  - v. Challenging and reducing inequalities affecting students.
  - vi. Enabling students to have fun.
  - vii. Facilitating the personal and professional development of students.
- 1.6 This agreement must be renewed at least every three years jointly by the Union's Trustee Board and the College's Provost's Board. This process should be undertaken alongside the Union's periodic review of its strategy, and will be led by the Union President, Managing Director, and the College Secretary and Director of Academic Services.

### **2. Principles**

- 2.1 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:

- i. Strategic Partnership

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

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

ii. Student Centred

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

iii. Respect & Understanding

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.

iv. Openness & 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.

v. Mutual Support & Commitment

Constructive interactions

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

vi. 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 College to balance the interests of a range of stakeholders within an increasingly challenging external context.

vii. Accountability

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.

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

viii. Diversity & Equality

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

### **3. Strategy**

3.1 The Union shall have a clear strategic plan that complements the overall mission of the College. The development of this plan will include consultation with key College stakeholders. It will normally be reviewed every three years.

3.2 The College shall consult students meaningfully in the development of its strategic plans through engagement with the Union.

3.3 The Union's Strategic Plan is contained as Annex One to this document.

### **4. Representation**

- 4.1 The Union and the College recognise their mutual roles as 'critical friends' and respect the right of each other to disagree on areas of policy. In such cases, both parties commit to resolving disagreements amicably where possible. The College and Union will establish a joint committee as a forum for liaison between office holders on matters of mutual concern.
- 4.2 The College recognises the Union's right to campaign on issues and to publicly criticise the College where it deems it to be necessary.
- 4.3 The College recognises the value of the student voice and shall provide for a Union representative to be present at relevant decision-making bodies as appropriate. This includes the Union President at the College Council, and three Union representatives at the College Senate.
- 4.4 The Union shall have responsibility to ensure that student representatives are trained, well informed, and provided with support to ensure that student involvement continuously adds value to the College's decision-making processes.

## **5. Resources: Financial**

- 5.1 The Union shall agree a financial model with the College. The College shall provide the Union with sufficient funding to develop and invest in its activities in pursuit of the objectives set out in section (1.5).
- 5.2 A major element of this financial support will be in the form of an annual block grant, which shall form part of a rolling multi-year agreement to enable the Union's Trustee Board and Management Team to plan long-term.
- 5.3 The College shall, from time to time, provide additional funding to the Union for specific projects, including capital development.
- 5.4 The Union shall regularly review the financial model and funding arrangement with the College, maintaining a positive regular dialogue regarding its financial performance.
- 5.5 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. It shall not borrow external funds without written authorisation from the College.
- 5.6 Specifically, the Union will:
  - i. Appoint a (non-voting) College staff member to its Finance, Audit & Risk Committee, or equivalent body.
  - ii. Share its management accounts on a quarterly basis with the College's finance division.
  - iii. Submit its Annual Report and Accounts to the College's Audit & Risk Committee.
  - iv. Share its Annual Budget with College office holders as part of the planning and budgeting process.
  - v. Take part in the College's Internal Audit Scheme.

## **6. Resources: Space**

- 6.1 The College shall provide the Union with adequate space of a sufficient standard in order to conduct its activities. This will include, but is not limited to:

- i. Offices for staff and student officers
  - ii. Meeting spaces
  - iii. Recreational and sporting spaces
  - iv. Commercial spaces
  - v. Spaces for student activities and performances
  - vi. Storage spaces
- 6.2 The Union will act as good stewards of the spaces under the terms set out in the Estates Service Level Agreement and ensure relevant health and safety standards are maintained.
- 6.3 The College will consider requests from the Union for capital funding for the development of Union-managed spaces on a case-by-case basis, on comparable terms with College departments.
- 6.4 The College will also enable the Union to book spaces for Union activities, including activities undertaken by student groups at no cost where possible.
- 6.5 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 all College buildings, spaces or campuses.
- 6.6 Further details regarding this can be found in the Estates Service Level Agreement (Annex Two).

## **7. Resources: Staff**

- 7.1 The College shall provide the Union with adequate human resource support in order to conduct its activities. This will be on comparable terms with College departments, and include, but is not limited to:
- i. Strategic HR advice and support for organisational change
  - ii. Strategic HR advice and support for organisational development
  - iii. Operational HR service support for example payroll
  - iv. Employment contracts for all staff, benefiting from the same terms and conditions as all College staff.
  - v. Access to training and personal development opportunities
- 7.2 Where the College acts as the employer for Union staff, the Union will comply with all relevant policies and procedures.
- 7.3 Further details regarding this can be found in the HR Service Level Agreement (Annex Three).

## **8. Resources: Information Technology**

- 8.1 The College shall provide the Union with adequate ICT support to conduct its activities. This will be on comparable terms with College departments, and include, but is not limited to:
- i. Responsibility for provision of the ICT infrastructure e.g. servers, LAN, WAN and Internet connections, set up where possible in a resilient manner as to be available at all times
  - ii. Access to the Central Service Desk within advertised hours
  - iii. Support for a range of supported hardware and software agreed with ICT

- iv. Provision of standard computing hardware and software agreed with ICT
- v. Telephony Support

8.2 Further details regarding this can be found in the IT Service Level Agreement (Annex Four).

## **9. Resources: Data Sharing**

- 9.1 Both the College and the Union are data controllers as defined in the Data Protection Act 1998 (DPA). This means that each will be separately responsible for its own processing, and for ensuring students' personal data is only processed for the purposes set out in their data processing statements, or by subsequent agreement directly with the student.
- 9.2 The College's Data Protection Officer (DPO) will provide support for the Union on its data protection obligations.
- 9.3 The College and the Union agree to share the personal data of registered current students where necessary, and within the bounds of the DPA to facilitate the activities of the Union and the College. This will include relevant club and society memberships where necessary.
- 9.4 Where a student has opted out of membership of the Union, the College will only provide minimal data as to ensure continued access to Union services under the terms set out in the Education Act 1994.
- 9.5 Further details regarding this can be found in the Data Sharing Agreement (Annex Five).

## **10. Communication & Media**

- 10.1 The Union and the College shall ensure both parties are kept adequately informed as to each other's activities and immediately alert each other in the event of an emerging significant incident, maintaining a positive, continuous dialogue between students, student representatives and staff.
- 10.2 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.

### Student Media

- 10.3 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.
- 10.4 The Union shall ensure that adequate training, support and legal guidance is provided to student media outlets.

10.5 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.

## **11. Commercial Services**

11.1 The College recognises that the Union has the right to operate 'commercial services' that are consistent with the agreed financial model in order to:

- i. Fulfil the aims set out in its strategy
- ii. Provide employment and development opportunities for students
- iii. Generate a surplus to invest in its charitable purposes as agreed in the Union's financial model

11.2 This commercial activity currently covers, but is not limited to:

- i. Food and beverage outlets in South Kensington and Charring Cross
- ii. Retail outlets in South Kensington
- iii. Online retail
- iv. Advertising, sponsorship and external venue hire

11.3 The College will ensure that the Union is given the ability to consider and request that the Union run any new or refurbished commercial operation 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.

## **12. Major Incidents & Business Continuity**

12.1 In the event of a major incident / business continuity issue, the College will engage the Union in relevant decision-making processes and consider the Union's operation in the overall College response.

## **13. Annexes**

- Annex One: Union Strategic Plan
- Annex Two: Service Level Agreement (Estates)
- Annex Three: Service Level Agreement (HR)
- Annex Four: Data Sharing Agreement
- Annex Five: Service Level Agreement (ICT)

## Summary of Changes

Section	Changes
Introduction	This has been simplified and re-ordered to reflect the legal status of the Union as a registered charity in its own right. It has also been amended to reflect the new strategy of the Union. A clause has been added around 'joint ownership' and periodic review.
Principles	No changes to the previous version as these principles still represent best practice in the sector.
Strategy	This has been simplified.
Representation	This has been simplified, with the 'right to disagree' articulated more clearly.
Financial	This has been amended to reflect the current work around the Union's 'financial model', with the various streams of funding provided by the College clarified.
Space	This has been simplified, much more substance moved into the relevant Service Level Agreement. Specific additions include the ability to bid for capital redevelopments in line with College departments, and the requirement of the Union to take responsibility for health and safety.
Staff	This has been amended to be consistent with other sections on resources. Key areas of support are identified, however, much more substance will be moved into the relevant Service Level Agreement
ICT	This has been amended to be consistent with other sections on resources. Key areas of support are identified, however, much more substance will be moved into the relevant Service Level Agreement
Data Sharing	This has been amended to be consistent with other sections on resources. Key areas of support are identified, however, much more substance will be moved into the relevant Service Level Agreement
Communication & Media	This section has been simplified and strengthened. There is now a requirement for both organisations to work together when significant incidents emerge.
Commercial Services	This section has been simplified reflecting new language related to the 'agreed financial model'.
Major Incidents & Business Continuity	This is a new section that establishes a requirement for both organisations to work more closely together during major incidents.