

Memorandum of Cooperation

Royal Holloway, University of London | Royal Holloway Students' Union (RHSU)

1. Purpose

- 1.1 The purpose of this cooperation agreement is to set out, in one place, all the documentation regarding the relationship between Royal Holloway, University of London (the College) and the Students' Union (RHSU), including the Code of Practice required by the Education Act 1994. It addresses issues of common interest to both parties to ensure a clear and positive working relationship.
- 1.2 This core document addresses all substantive issues that are of mission-critical importance for both the College and RHSU. The appendices comprise additional agreements, made at Head of Professional Services level within the College, that relate to specific items. None of these additional agreements shall be interpreted in a manner that contradicts or overrides the core document.

2. Principles

- 2.1 The College and the Students' Union recognise that RHSU provides essential components of the Royal Holloway student experience and is recognised as the sole representative body of Royal Holloway students.
- 2.2 RHSU is a quasi-autonomous organisation. It was established by the College Statutes within the meaning of the Education Act 1994, but is solely responsible for its own compliance with its objects and powers, as required by the Charity Commission and the law.
- 2.3 RHSU will develop its own long term strategic plan that complements the College's own vision. To achieve this, both parties will consult each other when developing their long term plans and collaborate on their delivery.
- 2.4 The College will allow RHSU access to its infrastructure comparable to that provided for professional services and academic departments.

3. Ownership, Changes & Dispute Resolution

- 3.1 The College and Students' Union Executive Committee is the body responsible for this document.
- 3.2 The Chief Operating Officer, and the Students' Union Chief Executive Officer share delegated responsibility for day to day operation of the agreement, including interpretation, monitoring and dispute resolution.

4. Core Activities

- 4.1 The College recognises the role of RHSU as set out in section 20 of the Education act 1994; to promote the general interests of members as students, and representing the generality of students in academic, disciplinary and other matters relating to the governance of the College.
- 4.2 Whilst being an advocate for College success, it is also necessary for RHSU to act as a critical friend. To act in the best interests of its members, RHSU will participate in the governance of the

College and will speak truthfully and constructively about strengths and weaknesses, providing a different and valued perspective to problems and their solutions. The limit of campaigning and lobbying activity are also established by the Charities Commission.

- 4.3 RHSU will provide independent student representation to benefit the interests of all, and lead on supporting academic representation across the institution. For the avoidance of doubt, this also includes providing support and advice for individual students, for example, those who are subject to (or wish to initiate) academic appeals, disciplinarys or complaints.

5. Delegated Core Services

College and RHSU both share the same ambition of ensuring the Royal Holloway student experience is the best it can be and in supporting the development of each and every student. To achieve this, the College delegates the following activities to the Students' Union as set out below. The list is not exhaustive, and should be agreed annually, ideally alongside the block grant:

- i. Student groups
- ii. Large Scale Entertainment & events (in combination with those of a smaller scale offered by, or in Collaboration with the College targeted at specific student audiences)
- iii. Independent advice and advocacy

6. Trading Services

The College shall delegate RHSU the authority to operate a number of trading services on campus, including bars, catering, shops and venues. In discharging these activities, RHSU will work alongside the College's own trading services team in pursuit of wider campus objectives. The nature of this agreement will be detailed in Appendix 3: Trading Services Agreement.

7. Funding & Finances

- 7.1 The annual allocation of funds to RHSU shall be negotiated by the College and SU Executive Committee, subject to the College Council's approval of College budgets. Funds will be allocated to RHSU by means of a block grant to be paid annually at the start of the academic year. The grant will take into account the following principles:
- i. Student numbers
 - ii. The ability for RHSU to deliver activities
 - iii. The expected provision of delegated services as set out above
 - iv. The need to provide best possible value for money
- 7.2 Notification of allocation of the block grant will be given to the RHSU Chief Executive Officer as soon as possible in advance of the relevant financial year, alongside any specific terms and conditions agreed by the College and SU Executive Committee.
- 7.3 The College Finance Committee oversees RHSU finances on behalf of the College Council. The RHSU budget is considered by the College and Students' Union Executive Committee prior to approval by the Finance Committee, on behalf of College Council. The final signoff for RHSU's budget lies with the SU Board of Trustees.

- 7.4 RHSU will have the opportunity to participate in the College planning round to bid for project funds, alongside the other Professional Services. The principle is that any bids for additional project funding should be assessed against each other to ensure that College funds are allocated to the projects and initiatives that provide the best value for money in delivering the College strategy and the best student experience.
- 7.5 The RHSU Chief Executive Officer shall inform the College of any instance where part of the block grant or any other funds have been misappropriated or subject to fraud or attempted fraud. The College's internal auditor shall have access to relevant records, assets and personnel within RHSU in the same way as other areas of the College.

8. Financial Reporting

- 8.1 Financial reports of RHSU should be published annually and made widely available to members and to College Council. The reports should list all donations to and/or from external organisations.
- 8.2 External auditors, appointed by RHSU, will audit the accounts of RHSU on an annual basis and the audited accounts will be made widely available to members and presented to College Council for information.
- 8.3 RHSU will also report to College regularly on financial performance, which will usually take the form of quarterly management accounts being presented at the College and SU Executive Committee meetings.

9. Other Reporting

- 9.1 Section 22 of the Education Act 1994 requires Council to ensure that RHSU operates in a fair and democratic manner and that it is accountable for its finances. These steps are set out in the Code of Practice appended to this Agreement and are drawn to the attention of all students annually. The Code requires the RHSU President to submit an annual report to Council on RHSU activities, including details of participation in the governance and affairs of any affiliated bodies.
- 9.2 RHSU will engage in a timetable of internal audits in order to provide a more wide-ranging view of activities and assurance of good practice.

10. Building & Premises

- 10.1 The College shall provide RHSU with premises and venues to operate all core, delegated and trading services, on reasonable terms with other professional service departments, subject to further detail outlined in Appendix 4: Premises & Venues Management Agreement.
- 10.2 At all times of their use, RHSU is responsible for ensuring the premises are used in accordance with the RHSU constitution, licenses and all statutes and regulations regarding Health and Safety, fire and capacity management.
- 10.3 Both RHSU and the College commit to reducing the carbon footprint and introducing green initiatives wherever possible.
- 10.4 RHSU is responsible for keeping the internal areas of the premises in good repair and decorative order and will pay for basic redecoration works.

- 10.5 All costs incurred by the College in repairing the fabric, services, fixtures, fittings, windows etc as a result of vandalism or accidental damage will be covered by the College (unless incurred as a direct result of RHSU activity/contractor, whereupon responsibility for any costs lies with the SU).
- 10.6 Costs for work required will be communicated and agreed in advance. Wherever possible, major repairs and maintenance work will be carried out in quieter periods, and will be referred to RHSU for discussion and programming. RHSU shall not commission work through the College estates team without agreement from College and SU Executive Committee.
- 10.7 The College reserves the right for authorised personnel for access to the premises in order to ensure that RHSU is meeting its maintenance, hygiene and safety responsibilities. Such inspection will be carried out at least once a term, normally at a time agreed with RHSU. The College Security Team will monitor the security of the premises during the hours when they are closed, making call outs to listed key holders as required and act as a key holder during shut down periods.
- 10.8 RHSU is responsible for internal security of the premises during operational hours, and for determining the level of security required for all types of use. RHSU will provide advance notice to the College of all special functions and events that may impinge upon other College facilities or require special security clearance, e.g. car parking for VIP visitors etc.
- 10.9 The College and RHSU will work together to ensure all premises are managed to ensure minimum disturbance to adjacent residents and to prioritise the safety and security of members, guests and staff.

11. Insurance

- 11.1 The College will insure the premises for fire and normal risks to cover the College buildings and standard fixtures.
- 11.2 RHSU is responsible for insuring all contents including furniture (fixed and loose), carpets, bar fittings and the stock and equipment held by RHSU.
- 11.3 RHSU is responsible for ensuring that all activities undertaken under its auspices, including sport, are insured appropriately.

12. Data Sharing

- 12.1 Both the College and RHSU are data controllers as defined in the Data Protection Act 1998 (DPA) and both organisations process data in accordance with their respective notifications to the Information Commissioners Office and Data Protection policies. This means that each will be separately responsible for its own processing, and for ensuring that students' personal data is only processed for the purposes set out in their data processing statements or similar, or by subsequent agreement directly with the student.
- 12.2 The College and RHSU agree to share the personal data of registered current students where necessary, and within the bounds of the DPA to facilitate the administration of RHSU or to ensure individual students are appropriately supported during formal processes.

12.3 College will provide RHSU with the following information as a minimum. Further requests for additional data will be considered in line with the principles above:

- i. Student ID number
- ii. Full name and title
- iii. Date of birth
- iv. Gender
- v. College email address
- vi. Personal email address (only for correspondence with confirmed applicants prior to arrival)
- vii. Nationality
- viii. Programme of study and mode, location and year of study
- ix. Fee status

12.4 College will not share the personal data of students who have opted out of membership of RHSU at enrolment, except for student ID number and email address – to enable non-member access to services under the requirements of the Education Act 1994.

12.5 Personal data shared under this agreement will be kept secure and protected against unauthorised access, use or disclosure, and only retained for as long as necessary. If RHSU becomes aware of any potential data breach which involves data jointly owned by the College, the College Data Protection Officer must be alerted immediately. This includes any breach that occurs as a result of a direct action by a third party acting on the behalf of RHSU.

12.6 Should RHSU wish to contract out the processing of the shared data, it will ensure that the contract includes appropriate safeguards to ensure it discharges its responsibility as a Data Controller. In such an event the College Data Protection Officer is available to provide advice and support to RHSU.




12.7 The College will allow RHSU staff and those authorised to handle personal data access to their Data Protection training materials including the online module.

13. Consultation & Review

13.1 This agreement will be reviewed every 5 years, in consultation with RHSU. It is the responsibility of the Chief Operating Officer to initiate the review with the RHSU Chief Executive Officer. Further reviews may be discussed at the request of either party.

13.2 As the needs of the College and RHSU change, for example in response to regulatory and sector changes or the growth of the College, the delegated activities may be reviewed as required.

Signed

 Chief Operating Officer (on behalf of the College) Insert Date 15/02/2017	 SU President (on behalf of RHSU) Insert Date 15/02/2017	 SU Chief Executive Officer (on behalf of the RHSU) Insert Date 15/02/2017
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