

# 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). This includes the Code of Practice required by the Education Act 1994 (as detailed in Appendix 1: RHSU Code of Practice) and the Code of Practice: required by the Higher Education Freedom of Speech Act (as detailed in Appendix 2: Code of Practice – Freedom of Speech). 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 Director 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 an essential component 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 the other when developing their long term plans.
- 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 Joint Executive Committee is the body responsible for this document.
- 3.2 The Deputy Principal (Operations) 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, including taking the lead on supporting academic representation across the institution (the nature of this agreement is set out in Appendix 7: Academic Partnership Agreement). 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**

- 5.1 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 reviewed annually, ideally alongside the block grant:

- i. Support and facilitation of student groups (i.e. sports clubs, societies and collectives)
- ii. Entertainment & events (including Freshers' and Graduation Ball)
- iii. Independent advice and advocacy

- 5.2 The arrangement for the facilitation of sports clubs' activities specifically is set out in Appendix 8: Royal Holloway Sport Delivery Agreement.

## **6. Trading Services**

- 6.1 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 Joint Executive Committee, subject to the College Council's approval of College budgets which normally occurs in May of each year. Funds will be allocated to RHSU by means of a block grant to be paid annually at the start of the academic year. The specific process and mechanism will be detailed in Appendix 9: Block Grant Funding Process, but will broadly take into account the following principles:

- i. Student numbers – current and planned growth
- ii. The ability for RHSU to deliver activities based on resources (people and space)
- iii. The expected provision of delegated services as set out above
- iv. The need to provide best possible value for money
- v. Consideration of the College's financial position

- 7.2 The allocation of the block grant will be notified to the RHSU Chief Executive Officer as soon as possible in advance of the financial year to which they relate, alongside any specific terms and conditions agreed by the College and SU Joint 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 Joint 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 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 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 Joint 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 Appendix 1: Students' Union Code of Practice 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 any affiliated bodies.

## **10. Building & Premises**

- 10.1 The College shall provide RHSU with premises and venues to operate all core, delegated and trading services, on comparable terms with other professional service departments, subject to further detail outlined in Appendix 4: Premises & Venues Management Agreement.
- 10.2 RHSU is responsible for its own health and safety arrangements (including statutory compliance) relating to its *activities*. RHSU is also responsible for complying with College's health and safety regulations where appropriate, particularly those related to the *premises* occupied on their behalf. The nature of this agreement is set out in Appendix 6: H&S Agreement.

## **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.

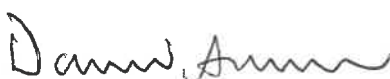

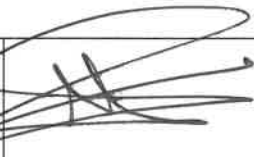
**12. Data Sharing**

- 12.1 Both the College and RHSU are data controllers as defined in the Data Protection Act 2018 (UK GDPR) 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 Act to facilitate the administration of RHSU or to ensure individual students are appropriately supported during formal processes. The nature of this agreement will be detailed in Appendix 5: Data Processing Agreement.

**13. Consultation & Review**

- 13.1 This agreement will be reviewed every 5 years, in consultation with RHSU. It is the responsibility of the Deputy Principal (Operations) to initiate the review with the RHSU Chief Executive Officer.
- 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 outside of the indicative schedule published.

**Signed**

 Deputy Principal (Operations) (on behalf of the College) Insert Date 5/7/22	 SU President (on behalf of RHSU) Insert Date 30/6/22	 SU Chief Executive Officer (on behalf of the RHSU) Insert Date 30/6/22
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## Appendices

	<b>RHSU signatory</b>	<b>College signatory</b>	<b>Review</b>
Appendix 1: Students' Union Code of Practice	President (Chair of Trustees)	Council	Every 5 years
Appendix 2: Code of Practice: Freedom of Speech	President (Chair of Trustees)	Council	Every 2 years
Appendix 3: Trading Services Agreement	Chief Executive	Director of Commercial Services	Every 5 years
Appendix 4: Premises & Venues Management Agreement	Chief Executive	Director of Estates	Every 3 years
Appendix 5: Data Processing Agreement	Chief Executive	Director of Governance & Legal Services	Every 5 years
Appendix 6: Health & Safety Agreement	Chief Executive	Director of Health & Safety	Every 3 years
Appendix 7: Academic Representation Partnership Agreement	Chief Executive & VP Education	Senior Vice Principal (Academic)	Every 2 years
Appendix 8: Royal Holloway Sport Delivery Agreement	Chief Executive	Director of Academic Services	Every 2 years
Appendix 9: RHSU Block Grant Funding Process	Chief Executive	Deputy Principal (Operations)	Every 2 years