



MEMORANDUM OF UNDERSTANDING

Between

Union of Brunel Students

And

Brunel University London

On

Joint Collaborative Activities

Preamble

This Memorandum of Understanding (MOU) is drawn up in accordance with the requirements of the Education Act 1994 and should be read in conjunction with Appendix A:- ***Union of Brunel Students, Education Act Code of Practice, Academic Year 2019/20.***

In particular attention is drawn to:-

- The constitution of the Union
- The right of each student not to be a member of the Union
- Election of major Union Officers
- Financial affairs
- External organisations
- Complaints procedure
- Charitable restrictions
- Data Protection Act 2018
- The Higher Education (Freedom of Speech) Act 2023

1. Date

- i. This MOU is made between (1) The Union of Brunel Students a charitable incorporated organisation (charity registration number 1173492) whose address is at Brunel University, Kingston Lane, Uxbridge UB8 3PH ("the Union") and (2) Brunel University London a Royal Charter Corporation (company number RC000079) whose address is at Kingston Lane, Uxbridge UB8 3PH ("the University").
- ii. This MOU shall run for a term of three years from the date of this Agreement. This period may be extended, or indeed, terminated by written consent of both parties.
- iii. In any case of discontinuation, the parties will honour agreed commitments either via the accepted arrangements or suitable alternatives negotiated at that point.

2. Introduction

- i. This MOU is intended to create a positive working arrangement between the University and the Union.
- ii. The University recognises that students develop through study, play and work. It further recognises the important part that an effective students' union plays in such work.
- iii. The Union and the University have a shared sense of purpose in respect of students who will be developed as individuals and global citizens.
- iv. Each body must be accountable for its actions, so each must have unambiguous and well-defined responsibilities
- v. Information exchange will help each body to discharge its responsibilities as efficiently and effectively as possible. This agreement supplements a separate data sharing agreement that governs sharing of personal data between the parties.

3. Objectives

- i. The University supports and encourages students to participate in the Union and views the Union as an integral element of the University community.
- ii. The University recognises the important role that the Union plays in the advancement and delivery of a positive student experience for all University students.
- iii. The University is committed to a close working relationship and effective communication on matters affecting both the Union and the student community.

4. University Obligations

A. Financial Matters

- i. The Vice-Chancellor and President is the Chief Executive Officer of the University and, through Council and the Finance Committee, retains overall responsibility over the use of University funds.
- ii. In carrying out this responsibility the Vice-Chancellor and President has regard to the statutory duties of the University, in particular but without limitation, those falling under the Education Act 1994 and the Higher Education and Research Act 2017.
- iii. The Union's budget and audited accounts shall be presented annually to the Finance Committee to note.
- iv. The Vice-Chancellor and President has ultimate responsibility to ensure:
 - a. Compliance with the law, and his/her responsibilities to Council/Senate
 - b. Fulfilment of conditions spelled out in specific agreements between the University and the Union of Brunel Students
 - c. Financial sustainability

- v. The University has a legal responsibility under the Education Act 1994 to take reasonably practicable steps to ensure the students' union is accountable for its finances.
- vi. The University will review the Union budget annually as part of its annual planning exercise. Based on this scrutiny in the context of the University's annual budget, the University will determine in its absolute discretion the amount of the annual block grant to award to the Union.
- vii. The University accepts that the Union may at times be critical of its decisions or actions. Constructive comment is welcomed, but should not in itself be harmful to the long term reputation of the University.

B. Elections

In accordance with the requirements of the Education Act 1994, the University shall satisfy itself that Union elections are fairly and properly conducted.

C. Complaints

The University will publish on its website a complaints procedure for students who are dissatisfied with their dealings with the Union or who believe themselves to be disadvantaged by having exercised their right not to be a member of the Union.

D. University Committee Membership

The Union's representatives will be invited members of key University committees. These are as outlined in the University's Ordinances from time to time in force. In addition, elected officers and senior Union staff may be invited to join other committees or working groups as is deemed appropriate from time to time.

E. Premises

The Union will be provided with certain premises – as licensee and not as a tenant - fit for the general purpose of furthering the social, recreational, cultural, welfare and sporting activities of Brunel students together with other areas in the University where the Union may carry out agreed trading activities.

F. Local Community

The University and the Union are committed to developing and maintaining positive links with the local community.

G. Information Services

The Union will be provided with the same degree of service as other University departments in relation to information technology support at no extra cost including access to the intranet.

H. Health & Safety

As separate employers, the University and the Union have equivalent statutory duties under the Health and Safety at Work Act 1974 and dependent legislation. As such, each organisation is required to ensure compliance and prepare their respective health and

safety policies and procedures. The parties shall use reasonable endeavours to co-operate to ensure mutual compliance with their respective legal responsibilities but nothing in this agreement shall be deemed in any way to diminish either party's individual legal responsibility.

I. General

- i. The main channel of communication between the University and the Union is via the elected student officers and the senior managers of the Union, who will meet regularly for this purpose. Students' Union employees and student officers may access members of the administration direct on any issue. The Vice-Chancellor will meet with student officers of the Union on a regular basis or as necessary.
- ii. The Union Officers and staff will be given free access to training and development opportunities provided by the University's Organisational Development team.
- iii. The University will ensure that the Union is fully engaged in the development, implementation and monitoring of the University's strategy (and supporting plans).
- iv. Where practicable the Union will consult with the University prior to performing or undertaking any activities that overlap with or may be in conflict with a University provision or service.

5. Union of Brunel Students Responsibilities

Preamble

The Union will ensure that it considers the aims and objectives of the University in the development of its Strategic Plan.

A. Membership

- i. All students registered as students of the are automatically members of the Union; however they have the right to opt out of membership.
- ii. Any student who wishes to opt out of membership shall, at the time of annual registration or within 2 weeks of that date, notify their intention in writing to the University Secretary to Council who shall inform the president of the Union.
- iii. The Secretary to Council shall notify any student seeking to opt out of membership of Union of the consequences of such an act, as described in clause 7 of Appendix A.
- iv. A student who has opted out from membership of the Union may (re)join the union during the registration period the following year.

B. Financial Matters

- i. The Union will exercise its fiscal authority consistent with legislation in force at the time ensuring that it shall have the authority to develop and administer budgetary policy for all its student services.
- ii. The Union's budget and audited accounts shall be presented annually to the Finance Committee to note.

- iii. A Financial Report of the Union will be published annually and made available to students and the University Council. The Report will be lodged with and available to view on the Charities Commission website.
- iv. The Union will not incur expenditure or take any action which is unlawful. In general, expenditure is proper if it can be said to be appropriate for the purpose of representing and furthering the interests of students at the University in such a way as to assist the educational aims of the University.
- v. The Union will keep proper accounts and accounting records and maintain a sound system of internal financial management and control.
- vi. External Auditors, appointed by the Union, will audit the accounts of the Union on an annual basis and the audited accounts presented to Council. They will be available for inspection by students
- vii. The Union may operate legitimate trading activities in the University consistent with its aspirations and purpose and with the constitution provided that it complies with all legal and regulatory requirements in relation to such trading activities.
- viii. The Union will maintain adequate insurance cover, which reflects the scope of its operations.

C. Constitution

- i. The Union is a registered charity and a charitable incorporated organisation, and registered under the Data Protection Act 2018.
- ii. The Union shall have a written constitution, which shall include any Bye-Laws ("the Constitution") which shall be subject to the approval of Council and shall be reviewed by the Council at least once every five years. Amendments to the Constitution may be proposed to Council at any time once they have been approved by the Union's members.
- iii. The Union shall conduct and manage its own affairs in accordance with the Constitution.
- iv. The current version of the Constitution is set out in Appendix B.

D. Elections

- i. The Union shall ensure that elections of sabbatical officers or any officer with executive powers take place by secret ballot and that all members entitled to vote are able to do so. All sabbatical or executive officers will be subject to a maximum term beyond which they cannot serve and the Union shall enforce the same. Full election details are presented in clause 14 (*Elections*) of the Constitution.
- ii. The conduct of annual elections to Student Officers, including the appointment of the Returning Officer, shall be the responsibility of the Students' Union in accordance with clause 14 (*Elections*) and clause 47 (*Student Assembly*) of the Constitution and by any guidelines issued by the National Union of Students.

- iii. The Students' Union shall provide the University with such reasonable assistance as the University shall from time to time request in order for the University to satisfy itself that the elections have been fairly and properly conducted.
- iv. Any complaints about the electoral procedures shall be made in the first instance to the Returning Officer.
- v. The Returning Officer shall be instructed by the Union to issue a report directly to the University on the conduct of each election.

E. Employment / Staff

- i. The Union shall ensure that all employees and officers of the Union are employed and treated by the Union in accordance with employment legislation in force from time to time.
- ii. The Union shall ensure that all its employees and officers have contracts of employment which comply with employment legislation and regulations and the requirements of the University's Freedom of Speech statement.
- iii. The Union shall have staff disciplinary, staff grievance, equal opportunities, harassment, data protection and public interest disclosure policies in place and shall ensure that these are enforced.
- iv. The University will be invited to take part in the recruitment and selection process of the Chief Executive Officer of the Union, although the final decision will always lie with the trustees of the board of the Union.
- v. The University will be consulted prior to any disciplinary action being taken against the Chief Executive Officer of the Union.

F. Complaints

The Union shall maintain its own procedure for considering complaints regarding its services. Such procedure shall ensure that complaints are dealt with in an impartial, effective and timely manner. The full complaint procedure can be found in Bye-Law N of the Constitution.

G. Freedom of Speech/Freedom of Expression

The Students' Union shall comply with the requirements placed upon it by The Higher Education (Freedom of Speech) Act 2023 including, without limitation, the duty to secure freedom of speech within the law, not to deny use of premises on the grounds of policy, objectives, ideas or opinions, to publish and enforce a code of practice and to bring that code of practice to the attention of all of its members who are students of the University at least once a year.

H. Union Media/ Publications

All features, articles, letters and advertisements published in any Union publication are subject to decision of the editor in liaison with the appropriate committee, staff and student officers. As such they are independent of the University and no responsibility will be accepted by the University for anything so published. The Union shall ensure that no material which is unlawful is published either in 'The Brunel Times' or any other publication of the Union, including social media.

I. Premises

- i. The Union shall occupy premises designated by the University as licensee and not as a tenant. The University shall make no charge for the occupation of the designated premises.
- ii. Bars and entertainment operated on the premises shall be operated responsibly and with consideration for the occupiers of neighbouring premises and in accordance with all relevant legislation (including without limitation that relating to licensing) from time to time in force.
- iii. The Students' Union and its clubs and societies will be permitted use of other areas in the University, free of charge, by agreement as licensee and not as tenant and subject to availability, for social, recreational, educational, cultural and sporting activities, such areas remaining the management responsibility of the University.

J. Representation

The Union is the Sole representative body for all Brunel students.

K. Affiliation to External Organisations

Where the Union is affiliated to any external organisation it shall publish at least annually:

- i. A list of the external organisations to which the Union is affiliated
- ii. Details of Subscriptions and fees
- iii. Such affiliations to be agreed at the Annual General Meeting

Details of any such subscription or similar fees shall be published and made available to Council in the Unions Annual Report, and issued under clauses 48 (Affiliations) of the Constitution. Any such affiliations must fall within the guidance of the Charities Commission.

L. Local Community

The University and the Union are committed to developing and maintaining positive links with the local community.

6. Trade Mark Licence

- i. The University grants to the Union a non-exclusive, worldwide, revocable licence to use the trade mark set out in the Schedule to this Agreement ("the Mark") subject to the terms of this Agreement.
- ii. Any goodwill derived from the use by the Union of the Mark shall accrue to the University. The University may, at any time, call for a document confirming the assignment of that goodwill and the Union shall immediately execute it.
- iii. The Union shall at all times comply with the branding guidelines of the University in relation to the use of the Mark as published on the University intranet from time

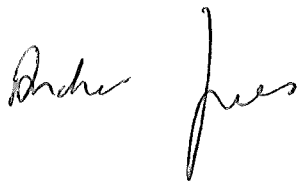
to time. The guidelines on the date of this Agreement can be found on the following site: <https://intra.brunel.ac.uk/s/comms/branding/Pages/The-Logo.aspx>.

- iv. The Union shall not do or fail to do any act or thing whereby the validity, enforceability or the University's ownership of the trade mark registrations for the Mark, or the reputation or goodwill associated with the Mark anywhere in the world, is likely to be prejudiced.

7. Dispute Resolution

- i. In the event of a dispute arising out of or relating to this MOU, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) (**Dispute**), the parties shall endeavour to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a senior executive or executives (not to exceed 2) who shall meet to try to resolve the Dispute.
- ii. If the Dispute is not resolved within 20 business days of the meeting between the senior executives taking place (or if, for any reason, such meeting does not take place within 20 days of either party requesting the meeting (or such longer period as may be agreed between the parties)), then the Dispute may, at either party's request, be referred to mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure, and informal negotiations need not continue. Either party may initiate the mediation process by giving notice in writing to the other party requesting mediation (**Mediation Notice**). CEDR's fees, and those of the mediator together with other expenses of the mediation, will be borne equally by the parties. Each party will bear its own costs and expenses of its participation in the mediation.

Signed for on behalf of
BRUNEL UNIVERSITY LONDON




Professor Andrew Jones
Vice-Chancellor and President

Dated:

Brunel University London
Uxbridge
Middlesex
UB8 3PH

Signed for on behalf of
UNION OF BRUNEL STUDENTS

DocuSigned by:

930EF53E5D8D48D...

Peter Smallwood
Deputy and Acting Chairperson

Dated: 05 July 2023

Union of Brunel Students
Uxbridge
Middlesex
UB8 3PH



**Appendix A to the Memorandum of Understanding between the Union of Brunel
Students and Brunel University**

**Union of Brunel Students
Education Act Code of Practice
Academic Year 2019/20**

1. This Code of Practice is issued pursuant to Section 22(3) of the Education Act 1994 (“the Act”) and incorporates the requirements of Sections 22(3) to 22(5) of the Act.
2. The Act sets out a number of requirements to be observed in relation to the Students’ Union.
3. This Code sets out in summary form procedures contained in the Constitution, through which the University seeks to ensure that fairness, democracy and financial accountability characterise the operations of the Union of Brunel Students [UBS], thereby meeting one of the objectives of the Act.

The Constitution of the Union

4. The UBS has a written Constitution agreed by the Council of the University and the Union. Copies are available upon request and free of charge from the UBS Offices.
5. The provisions of the Constitution have been approved by the Council of the University and will be subject to review by Council on a regular basis.

The right of each student not to be a member of the Union

6. At the start of each academic year every student has the choice whether or not to join the UBS, as described in clauses 10 to 11 of the constitution.
7. Each student has the right not to be a member of the UBS. If you do not join the UBS:
 - i. You will not be able to participate in UBS affairs (as electoral candidates, voters and/or officers).
 - ii. You will not be covered by the UBS’s personal accident insurance policy and you will not be qualified to drive the UBS’s vehicles.
 - iii. You can use the UBS’s commercial facilities.
 - iv. You can belong to UBS based sports and societies upon payment of a fee.
 - v. You will be able to use the welfare services of the UBS.

Election of major UBS Officers

8. The members of the UBS annually elect its Student Officers under clause 14 - Elections, of the Constitution, and Bye Law B.

9. The Council of the University aims to satisfy itself that the Election Committee conducts the elections fairly and properly and requires the UBS to make a formal report to the senior management of the University on the conduct of elections.

10. No Sabbatical or paid UBS Officer may hold office for more than 2 years, as described in clause 20 of the Constitution and Bye-Law C.

Financial Affairs

11. The financial regulations of the UBS are contained in clause 54 of the Constitution.

12. The UBS's Chief Executive Officer and Senior Management team manage the day to day financial affairs of the Union - clauses 31, Delegation of day to day management powers, of the Constitution. Arrangements exist for the approval, ultimately by the Finance Committee of Council, of the UBS's budget and for the monitoring of its expenditure.

13. Annual accounts will be produced at the Union's Annual General Meeting to be held under clause 17, Annual Union Meetings, of the Constitution and will be displayed on designated notice boards.

14. The annual meeting will be presented with a list of external bodies to which the UBS has made donations and relevant details.

15. The University aims to ensure the procedure to allocate resources to societies or clubs should be fair. Overall allocation of funds to clubs and societies should be agreed at the Unions Annual General Meeting.

16. Any affiliation by the UBS to an external organisation will be published under clause 48, Affiliations, of the Constitution.

External Organisations

17. A review of affiliation to existing organisation is one of the items on the agenda for each Annual General Meeting.

18. On the written requisition of 5% or more of the Ordinary Members of the UBS, a ballot will be held to confirm the continuation of any affiliation.

Complaints Procedure

19. A complaints procedure is set out in Bye-Law N of the Constitution for students who are dissatisfied with their dealing with the UBS or who claim to have been unfairly disadvantaged because they have exercised their right not to be a member of the UBS.

Charitable restrictions

20. Funding of resources provided through the University should not be used other than for charitable educational purposes. They must not be used for any purposes other than for the benefit of its members as students at the University, and particular political, religious or other cause. The funds and resources of the UBS must be used exclusively for broadly educational purposes, which may include the social and general well being of its members as students at the University.

21. The University wishes to ensure that freedom of speech within the law is secured for students and visiting speakers. In carrying out its objects, the UBS will abide by the principals and Code of Practice that has been established by the University.

22. The procedure for meetings of the UBS is referenced in Bye-Laws F to I, to the Constitution.

Data Protection Act 1998

23. The UBS is registered under the Data Protection Act 1998. It may, on occasion receive limited information concerning students provided and authorised by Brunel University for use in accordance with the academic and other aims of the UBS, and of the University, as set out in its approved Constitution. In using such information, the UBS will comply with the following statutory principles. Information will be:

- fairly and lawfully processed;
- processed for limited purposes;
- adequate, relevant and not excessive;
- accurate;
- not kept longer than necessary;
- processed in accordance with the data subject's rights;
- secure;
- not transferred to countries without adequate protection.

Education Act 1994 (Part II) : Students' Union Membership

All students have the right to **opt out** of being a member of the Union of Brunel Students (Education Act 1994, Part II, section 22(2)(c)). To exercise this right, you must complete and forward this form to the President, Union of Brunel Students. If you **opt-out** of UBS membership, you may still be able to use its facilities. Further information can be obtained from the UBS Office.

Please note that you have to exercise this right at the beginning of each year of your academic course of study.

I have read and fully understood the contents of this document and still wish to exercise my right to opt-out of membership of the Union of Brunel Students

Name: _____

School: _____

Course: _____

I wish to exercise my right to opt out of the Union of Brunel Student membership for the academic year 2020/21.

Signed: _____

Date: _____

Appendix B



February-2022-Constitution-FINAL.pdf



Union-Bye-Laws-February-2022.pdf

