**Imperial College Union**
**Board of Trustees / 24 July 2024**

# ICU & Imperial Partnership Agreement

Author(s): Camille Boutrolle (Union President)
Tom Newman (Managing Director)
Clem Jones (Governance & Executive Manager)
Purpose: To present the reviewed and updated version of the Partnership Agreement
Decision(s): To approve

## 1. Background Information & Context

The ICU & ICL Partnership Agreement is a strategic document and governs the operational relationship between the Union and the University. The current version was approved in 2021. Sec 1.6 of the current document details: "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".

As trustees will know, following the completion of the Back to Basics Strategy for 2021-2023, the Managing Director led a review of ICU's Strategy and the formation of ICU's Strategy for 2023-2028: A High Performing Students' Union, as approved by Board in July 2023. Attention has now turned to the triennial review of the Partnership Agreement, as required by the Agreement itself.

## 2. Triennial Review

The University's Head of Central Secretariat has kindly reviewed the document. There are some minor updates to make at this time (mainly changes in terminology in line with College rebrand/structure and role changes i.e., references to College updated to "Imperial"; references to Provost's Board updated to University Management Board; role titles corrected where these have changed). The current Agreement has been operational for the past three years and there are no major changes to the main body of the text proposed at this time, as the working relationship with the University is functioning effectively with the current arrangements.

The Agreement refers to a number of Annexes. Most of these are very operational, and Board is therefore asked to delegate approval of any updates to the Annexes to Management Committee. An update regarding the current status of each Annex is provided below:

Annex One: Union Strategic Plan – recently updated as above.
Annex Two: Service Level Agreement (Estates) - it is within our operational planning for this year to obtain an improved version of this. Current version on file linked at end of Agreement.
Annex Three: Service Level Agreement (HR) – standard College-wide SLA applies at present (linked at end of Agreement) It is in our operational planning for this year to review whether this should be the case.
Annex Four: Service Level Agreement (ICT) – standard College-wide SLA applies. This is hosted on a College Wiki known as Confluence, which is an access-restricted online portal and is difficult to download to share with Trustees. We are happy to show this to Trustees upon request. There are no plans to review this SLA at this time.

Annex Five: Data Sharing Agreement – linked at the end of the Agreement is a tracked-change version with proposed updates to the current Annex, following discussion with the College's Data Protection Officer.

The Union has also has a Space Agreement with the University. This currently sits as separate document on the Governing Documents page our website. It will need to be clarified with the University as part of the review process whether this should be another numbered Annex.

**3. Approval**

After the reviewed version of the Partnership Agreement (appended to this paper) has been considered (and hopefully approved) here by the Trustee Board, and any proposed updates to the Annexes have been agreed by Management Committee, the updated Partnership Agreement will be sent to University Management Board for approval. Once approved there, we will update the Union's governing documents page on our website with the newly approved version.

**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 Imperial~~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 Univeristy~~College~~) as defined in the Education Act 1994. Imperial ~~College~~ recognises the Union as the sole representative body for the students of the ~~College~~University.

1.3 The Union is a registered charity in England and Wales. Both the Union and the ~~College~~University 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~~University 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 ~~Provost's~~ University Management 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~~ Registrar & University Secretary ~~and Director of Academic Services.~~

## 2. Principles

2.1 The Union and the ~~College~~University 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~~University 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~~University 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~~University to balance the interests of a range of stakeholders within an increasingly challenging external context.

vii. Accountability

Accountability of the Union to the ~~College~~University 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~~University 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~~University. The development of this plan will include consultation with key ~~College~~University stakeholders. It will normally be reviewed every three years.

3.2 The ~~College~~University 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~~University 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~~University and Union will establish a joint committee as a forum for liaison between office holders on matters of mutual concern.

4.2 The ~~College~~University recognises the Union's right to campaign on issues and to publicly criticise the ~~College~~University where it deems it to be necessary.

4.3 The ~~College~~University 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~~University Council, and three Union representatives at the ~~College~~University 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~~University's decision-making processes.

## 5. Resources: Financial

5.1 The Union shall agree a financial model with the ~~College~~University. The ~~College~~University 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 on 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~~University 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~~University, 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~~University.

5.6 Specifically, the Union will:

i. Appoint a (non-voting) ~~College~~University staff member to its Finance, Audit & Risk Committee, or equivalent body.
ii. Share its management accounts on a quarterly basis with the ~~College~~University's finance division.
iii. Submit its Annual Report and Accounts to University Council ~~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~~ programme.

## 6. Resources: Space

6.1 The ~~College~~University 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~~University 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~~University departments.

6.4 The ~~College~~University 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~~University 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~~University 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~~University shall provide the Union with adequate human resource support in order to conduct its activities. This will be on comparable terms with ~~College~~University 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~~University staff.
v. Access to training and personal development opportunities

7.2 Where the ~~College~~University 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~~University shall provide the Union with adequate ICT support to conduct its activities. This will be on comparable terms with ~~College~~University 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~~University 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~~ University 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~~University. 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~~University 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~~University 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', "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~~University 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~~University 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~~University staff and students and resolved adequately.

## 11. Commercial Services

11.1 The ~~College~~University 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~~University 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~~University 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~~University will engage the Union in relevant decision-making processes and consider the Union's operation in the overall ~~College~~University response.

## 13. Annexes

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