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**University of Warwick and Warwick Students’ Union**

**Framework of Good Governance**

This Framework of Good Governance is established to clarify the relationship between the University of Warwick (the University) and Warwick Students’ Union (the Union). References to the Union here cover both the Union itself and all of its subsidiary companies. The Framework is based on a spirit of partnership that recognises the value of a strong student led Students’ Union and the obligations placed on the University under the 1994 Education Act and their role as principal funder. The agreement also recognises the independence of the Union and its charitable objectives.

### Principles

* 1. It is in the best interests of the University and its members to retain a strong and financially viable Students’ Union. The Union serves a valuable purpose to students in terms of representation, student societies, activities and general support and the University wishes to ensure that the Union can play a full and active part in the life of the campus community.
  2. This agreement is intended to clarify the distinct roles of the University and Students’ Union. It is not the intention of the University to seek to manage directly the day to day affairs of the Union. It seeks to ensure that the University remains confident that the Unions’ operations are being run to best effect, that its finances are sound, that the annual grant is being used properly and that the University and the Students’ Union can meet their respective legal obligations.
  3. The guiding principles of the relationship are:
* Openness and trust – full open and regular communication
* Respect – recognising the value that each party brings to the relationship
* Mutual support and commitment – making the relationship work through the investment of time and resources
* Independence – based on the ability of the Students’ Union to determine and manage its own affairs and the need for the University to balance the interests of a range of stakeholders
* Accountability – acknowledges the legal and compliance requirements of the University under the Education Acts and the obligations of both organisations to comply with charity and company legislation.
* Diversity and Equality – a shared commitment to equality and diversity

### Scope

* 1. Several pieces of legislation, University Ordinance 23, Regulation 29 (Meetings on University Premises), Regulation 31 (Use of University Computing facilities) together with building leases, the Commercial Agreement, the Data Sharing Agreement and the Memorandum of Understanding on Sport provide the formal structure for the relationship between the University and the Union. All of the existing documents which govern operations are therefore appended to this Agreement and are subordinate to it except that, for the avoidance of doubt, the legal requirements placed on the University and the Students’ Union and the University’s Charter, Statutes, Ordinances and Regulations take precedence over the terms of this Framework.
  2. This Framework covers:

Section 3 Legal requirements

Section 4 Financial and reporting arrangements

Section 5 Premises

Section 6 Transport and insurance

Section 7 Telecommunications, networks and IT security

Section 8 Data sharing

Section 9 Representation, liaison and cooperation

Section 10 Employee wellbeing

Section 11 External Speakers

Section 12 Student wellbeing and support

Section 13 Health and Safety

Section 14 Complaints

Section 15 Sports Partnership

Section 16 Review

Section 17 Dispute resolution

### Legal requirements

3.1 The University and the Union are bound by the terms of the 1986 (No 2) Education Act (covering freedom of speech issues), the 1992 Education Act (in terms of funds provided by the Higher Education Funding Council for England) the 1994 Education Act (covering, in relation to students’ unions, definitions; membership; elections to offices; financial affairs and reporting; funding of clubs and societies; affiliation to external bodies; and complaints) the Equality Act 2010 and the Counter Terrorism and Security Act 2015. The Students’ Union is bound by the Companies Act and the terms of the Charities Act 2006 and 2011. The University is an exempt charity but is subject to the general rules applicable to charities and to the general provisions of the Charities Acts.

3.2 These and other legal requirements are addressed in the Statutes, Ordinances and Regulations of the University and in the Memorandum and Articles and By Laws of the Students’ Union and shall be adhered to by the University and the Union.

### Financial and reporting arrangements

* 1. The University is bound by the terms of its Financial Memorandum with the Higher Education Funding Council for England to ensure that the public funds it receives are properly used within the legal and other requirements placed on it.
  2. In allocating an annual grant to the Union, the University must be satisfied that the Union has appropriate arrangements for financial management, accounting and control and that the University’s funds are used for the purposes for which they were given. The Group Finance Director shall inform the Council of the University if they have serious concerns about the Union’s financial affairs and the Council may suspend the payment of grant if in its opinion it is appropriate and reasonable to do so.
  3. The Union is responsible for ensuring that funds from the University are used in accordance with the purposes for which they were allocated, the terms of this Framework, the Statutes, Ordinances and Regulations of the University, the Education Acts and Charities Acts.
  4. The Union, within the terms of the annual grant, has discretion over its use of funds and is responsible under Charity law for the proper stewardship of those funds. It must therefore ensure it exercises its discretion reasonably, and takes into account such requirements or guidelines which may be laid down from time to time by the University Council and Charity law.
  5. The Chief Executive and the President of the Union will be responsible for ensuring that the terms of this Framework are complied with and shall advise the Registrar of the University if, at any time, any action or policy under consideration by the Union appears to be incompatible with the terms of this Framework. They may be required to appear before relevant University bodies on matters relating to the grant to the Union or any other issues covered in this Framework.
  6. The Union shall plan its affairs such that it remains solvent and under normal circumstances will ensure that its total expenditure is not greater than its total income. In exceptional circumstances investment from reserves may be appropriate and this will be subject to approval by the Trustees. The Union is responsible for delivering value for money from the funds it receives.
  7. The Union shall provide the University with whatever information on the Students’ Union it requires to exercise its responsibilities under its legal obligations, its Statutes, Ordinances and Regulations and the Memorandum of assurance and accountability with HEFCE[[1]](#footnote-1).
  8. This includes providing access to the University’s internal auditor and making books and records available to the internal auditor on request as provided for in Ordinance 23 clause 7(d). The Union shall provide the University with a copy of the Union’s annual Compliance Statement after it has been approved by the Board of Trustees.
  9. The University will determine the funds to be allocated to the Union in any year on the basis of an annual financial and strategic plan from the Union specifying the uses to which such funds will be put thereby setting the request in the context of the overall Union budget for the following year. The bid for the next financial year shall be submitted by the Union to the Finance Director no later than the end of the Spring term in the preceding financial year and shall be considered as part of the University’s normal planning processes and approved by the University Council.
  10. The Union may continue to operate such subsidiary companies as are appropriate to enable it to achieve its objectives provided that the establishment, operation and continuation or dissolution of these companies is undertaken under the terms of this Agreement. It is expected that the Union will follow the good practice published by HEFCE 2005/48 Related Companies: guidance for higher education institutions[[2]](#footnote-2).
  11. The Union will make the necessary insurance arrangements for its staff and those employed by its subsidiary companies and provide information on these to the University.
  12. The Union will make appropriate pension arrangements for its staff and those employed by its subsidiary companies and provide information on these to the University.
  13. The review of remuneration arrangements for Union sabbatical officers will be in accordance with the Union Trustees remuneration policy and undertaken in accordance with the principles of good governance.
  14. Borrowing by the Students’ Union or Union Company(ies) which produces a liability, contingent or otherwise, on the University, will require the University’s prior written consent. (Ordinance 23 clause 7e)
  15. The Union Chief Executive attends meetings of the Finance and General Purposes Committee and other University Committees as may be specified from time to time.
  16. The Finance and General Purposes Committee has established the Students’ Union Finance sub group as the forum to inform the University on financial matters. This group meets a minimum of four times a year.
  17. The sub group receives financial information including, but not limited to, the most recent management accounts, the annual accounts, insurance details and the annual report of the Students’ Union Superannuation Scheme*.*
  18. The Union’s Finance Director will also provide reports as appropriate to the University’s Finance Director. These arrangements are intended to assist with ensuring continuity and stability but also to help maintain a sound relationship and offer assistance to the Chief Executive in ensuring effective operation of the terms of this Framework.

### Premises

* 1. The Union leases its buildings from the University of Warwick Foundation under landlord repair and maintenance conditions. The respective responsibilities of the Foundation, the Union and the University Estates Department are set out in the leases attached as an Appendix.

### Transport and Insurance

* 1. The Union will manage the booking of university owned vehicles or vehicles hired by the university for student representatives, clubs and societies and authorised Union staff. This management will include the administration of driver assessment checks and issuing of drivers cards to appropriately qualified staff and students. The university will provide comprehensive transport insurance cover.

### Telecommunications, networks and IT Security

* 1. The Union will work with the University to ensure that service and IT developments will not result in disruption to service or compromise network or data security with reference in particular to Regulation 31 governing the use of University computing facilities and the University’s Information Security Framework. Should any incidents or breaches arise the matter will be reported by the Chief Executive to the University’s relevant IT services service owner or the University’s data security officer to resolve the issue as soon as possible.
  2. Arrangements regarding IT security will be reviewed periodically between the University and Union to ensure the most appropriate arrangements are in place.

### Data Sharing

* 1. The University and the Union are committed to providing the best possible student experience. In order to facilitate this, a Data Sharing Agreement has been entered into and this is attached as an Appendix.

### Representation, Liaison and Cooperation

* 1. Many channels exist for representation, reporting, liaison and cooperation. Students are represented on many key University Committees and the University: Students’ Union Liaison Group is an important and valuable means of sharing issues of common concern.
  2. Both the University and the Union will work to ensure that the student voice is heard and responded to at all levels of the University to enhance the student experience. In particular, both parties will work to enhance the Staff Student Liaison Committee system to generate continuous improvements in the academic experience.
  3. The Union will ensure that appointment to all major union offices is by election in a secret ballot of all members. The Union will put in place measures to ensure that elections are fairly and properly conducted and will provide an Elections report annually to the University setting out how this has been delivered.
  4. In the spirit of openness, trust and cooperation the Union and University will ensure relevant organisational information is shared in a timely manner, particularly where there may be mutual reputational risk. The Union may call on the professional support of the University Press and Media Relations team in the event of a serious incident or major risk to reputation.

### Employee Wellbeing

* 1. The University will provide employees of the Union access to professional support services such as Counselling and Occupational Health at no cost to the Union. These services will be accessed via requests from the Union HR Director and will support the effective running of the Union.

### External Speakers

11.1 Section 43 (1) of the Education (No 2) Act 1986 places a direct obligation on Universities to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers. The Act also requires Universities to issue and keep updated a Code of Practice setting out procedures to be followed by members, students and employees in connection with the organisation of meetings and activities and the conduct required of them.

11.2 The Union will ensure that its systems and processes for the management of External Speakers are consistent with the University Code of Practice and prevailing legislation. The Union and the University will work together to manage any risks that arise as a result of hosting external speakers and to protect the reputation of the University and the Union.

### Student Wellbeing and Support

* 1. The Union and University will work together proactively to promote and support student wellbeing through regular liaison with the University’s Wellbeing and Support Services including Student Support, the Residential Life team, the University Senior Tutor and the Deputy Registrar’s office as required.
  2. Subject to data protection policies, the Union and University will share information to ensure the best possible support is provided to students.
  3. The University and the Students’ Union will aim to coordinate the services that they each provide for students. Where either party intends to make significant changes they agree that they will consult with each other and service users, to ensure that there is adequate provision of essential services and a degree of choice available to students.

### Health and Safety

13.1 The Students’ Union makes its own arrangements in relation to health and safety compliance, however in order to ensure coordinated communication on health and safety matters, the University’s Health and Safety team attend the Union’s Health and Safety Committee.

13.2 Regular liaison takes place on both operational and strategic health and safety matters in the spirit of collaboration and sharing of information and expertise

### Complaints

* 1. The Union and University have developed policies and procedures to respond to complaints. The University Integrated Complaints Pathway and the Students’ Union Complaints Policy are both designed to resolve complaints at an early stage. Both parties will work together to resolve complaints and subject to data protection policies will share relevant information on a confidential basis.

### Warwick Sport

* 1. The University and the Union have established a partnership designed to achieve the strategic priorities for sport at Warwick. This Sports Partnership Memorandum of Understanding sets out the responsibilities of the respective organisations and is attached as an Appendix.

### Review

* 1. Amendments to the Constitution and By Laws of the Union will be taken to University Council for ratification (under Statute 21).
  2. An annual review of University Regulation 29 (governing freedom of speech) will be undertaken by the relevant University Committee.
  3. The Constitution of the Union will be reviewed by University Council at least every five years (under Ordinance 23).
  4. The terms of this Framework will be reviewed every five years by the University Steering Committee and any recommendations for changes submitted to the University Council.
  5. The appendices to this Framework Agreement may be updated periodically by agreement between the University and the Students’ Union. The appendices as amended shall be presented to the University Council along with the Framework Agreement at its next formal review.

### Dispute Resolution

* 1. The University and the Students’ Union intend to work collaboratively in support of both institutions and this is recognised throughout this Framework Agreement. The normal expectation of both parties is that any matters arising will be discussed in a positive and constructive way, and resolved speedily at a local level.
  2. Disputes relating to the Commercial Agreement are set out in the Agreement. Any disputes will be referred in the first instance to the Deputy Registrar for resolution. Matters that cannot be resolved will be passed to the Finance sub group.
  3. Disputes relating to the Memorandum of Understanding with Warwick Sport are set out in the Agreement. In the first instance the Sports Partnership Group will attempt to find agreement to resolve the issue. The independent member of the Sports Partnership group appointed by the Warwick Sport Board will act as the independent mediator in such circumstances. If the issue cannot be resolved through the Partnership Group, any such issues will be escalated to the Chair of the CCSG Board and the Chair of the Union’s Board of Trustees.
  4. In the event of any other breach or dispute arising between the parties in connection with this Framework Agreement it is agreed that the matter will be discussed with the relevant members of the University and Union. In the event that the dispute cannot be resolved, either party can refer the issue for discussion and resolution by the Deputy Registrar and Union President.
  5. If after 30 days the matter remains unresolved it may be referred to the Chair of the University’s Council for resolution who will receive written reports from the Union and the University before making a decision.
  6. Both parties confirm that the dispute resolution provisions set out in this clause are not open to students who wish to bring individual complaints about the Union or the University. This clause is solely to be used for matters of dispute arising between the Union and the University at a corporate level in relation to this Framework Agreement.
  7. In order to ensure that the University is fully able to comply with its statutory obligations, the parties agree that, in the unlikely event of the University Council raising a formal written concern, that the Union will immediately refer the issue of concern to the Board of Trustees who will undertake to investigate and aim to resolve the matter to the Council’s satisfaction as a matter of extreme urgency.

### Status of this Agreement

This Agreement is intended to clarify the working relationship between the University and the Union. Both parties express their firm intentions to abide by its provisions

Signed for the University:

Date:

Signed for the Students’ Union:

Date:

**Appendices**

1. **Premises Leases**
2. **Commercial Agreement**
3. **Data Sharing Agreement**
4. **Memorandum of Understanding Warwick Sport**
5. **Ordinance 23**

1. Available at: http://www.hefce.ac.uk/pubs/year/2014/201412 [↑](#footnote-ref-1)
2. Available at: http://www.hefce.ac.uk/reg/charityreg/pubs/ [↑](#footnote-ref-2)