

RELATIONSHIP AGREEMENT
(incorporating the Code of Practice)

between

NOTTINGHAM TRENT UNIVERSITY

and

NOTTINGHAM TRENT STUDENTS' UNION

Effective from

28 November 2023

1. DEFINITIONS

In this document:

“Student” means (unless the context dictates otherwise) a student currently enrolled at the University;

“the Students’ Union” means the Nottingham Trent Students’ Union, being the body established in accordance with the Education Act 1994 to represent the interests of students of the University; and

“the University” means Nottingham Trent University of 50 Shakespeare Street, Nottingham NG1 4FQ.

2. PURPOSE AND SCOPE OF AGREEMENT

This Agreement sets out the principal features of the relationship between the University and the Students’ Union, and describes the way in which they shall cooperate to achieve their mutual objectives and comply with their respective legislative and regulatory obligations.

The Agreement includes the Code of Practice required under s22(3) of the Education Act 1994. Part II of that Act sets out certain obligations on the University and the Students’ Union relating to the University’s supervisory oversight of the Students’ Union’s affairs.

This Agreement supersedes and replaces all previous versions and will remain in force until its next formal review.

3. UNDERPINNING PRINCIPLES

The relationship between the University and the Students’ Union shall be conducted in accordance with the following principles (as recommended in the joint Committee of University Chairs/National Union of Students Guide published in 2011)

Strategic Partnership	A spirit of partnership between the University and the Students’ Union, informing the strategic direction of both parties and informing operational/service agreements.
	Informed engagement of Students’ Union representatives in key institutional decision making bodies.
Student Centred	A shared commitment to developing and improving students’ experience of academia and extra-curricular aspects of their lives.
Respect and Understanding	Clarity about, and mutual understanding of, the distinct roles of the HEI and the SU and the value that each party brings to the relationship.
Openness and 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.
Mutual Support and Commitment	Constructive interactions and a demonstrable commitment to making the relationship work through investment of time and resources.

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 HEI to balance the interests of a range of stakeholders within an increasingly challenging external context.
Accountability	<p>Accountability of the Students' Union to the 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 Office for Students, the Charity Commission and Companies House.</p> <p>Acknowledgement by the University that the Students' Union is a major stakeholder and primary body representing the student voice.</p>
Diversity and Equality	A shared commitment to equality and diversity and the fair treatment of all staff and students.

4. CODE OF PRACTICE (EDUCATION ACT 1994) (" the Act")

Section 22 of the Act sets out certain obligations in relation to the conduct of the Students' Union's affairs, and requires the University to put in place a Code of Practice setting out the way in which compliance with those obligations is overseen by the University.

The obligations (in the form of an extract from the relevant section of the Act) are set out in Appendix 1 to this Agreement.

Compliance with those obligations is monitored on behalf of the University by the Clerk to the Board of Governors and reported upon (as appropriate) to the University Executive Team and the Board of Governors.

5. RELATIONSHIP MANAGEMENT

Subject to the specific arrangements set out in this Relationship Agreement regarding financial matters, coordination of the interactions between the University and the Students' Union will be effected through regular meetings of joint working groups, whose respective remits will ensure comprehensive coverage of all material matters.

Where necessary, the President and the Chief Executive of the Students' Union will liaise directly with appropriate members of the University Executive team to ensure that significant matters can be dealt with promptly and effectively.

The Students' Union shall support and cooperate with the University in delivery of the University's Strategy, aligning its own activities accordingly.

The University and the Students' Union shall cooperate in establishing and maintaining a formal Student Charter, setting out the ways in which both organisations will seek to deliver a high quality experience for Students.

The Students' Union shall ensure that it adequately represents the views of all Students in accordance with its Constitution, and the University shall ensure that it provides adequate opportunity for the Students' Union to put forward those views.

The University shall be consulted on the appointment of the Students' Union's senior managers (being defined as the Chief Executive and their direct reports) and the University shall have the right, at its discretion, to participate in the recruitment/selection process for those post-holders, including representation on any interview/appointment panel.

The President of the Students' Union shall notify the University as soon as is reasonably practicable of any decision to suspend the Chief Executive of the Students' Union.

The Students' Union shall obtain the approval of the University to any proposal to dismiss the Chief Executive of the Students' Union. In the event that a hearing is convened in which an outcome could result in a decision to dismiss the Chief Executive of the Students' Union, then a senior member of the University (nominated by the Vice-Chancellor) shall be included as a member of the panel.

6. FINANCIAL MATTERS

Conduct of the Students' Union's financial affairs

The Students' Union shall conduct its financial affairs in a proper manner and in accordance with:

- a) charity and company law;
- b) the requirements of the 1994 Education Act;
- c) the requirements of the Freedom of Speech (Higher Education) Act 2023 insofar as this relates to the receipt of funding from international sources;
- d) the applicable SORP or relevant accounting standards; and
- e) the provisions of this Agreement.

The Students' Union shall ensure that it has in place robust Financial Regulations acceptable to the University, and agrees to consult with the University's Director of Finance on any proposed amendment of those Financial Regulations.

Grant allocation

The University shall provide grant funding (the Grant) to the Students' Union to support in the delivery of its charitable objectives insofar as they relate to the provision of non-commercial support services and activities for Students.

The value of the Grant shall be determined annually by the University, taking account of the Students' Union's own annual budget proposals and associated grant funding request, which shall be presented for consideration by the University in a timely fashion as part of the University's own budget approval cycle.

From time to time the University may make elements of the annual Grant conditional upon a) the Students' Union's achievement of agreed objectives, or b) the application of that element of funding for agreed purposes.

The University will pay the Grant to the Students' Union by instalments. The profile of the instalments will be determined by the University's Director of Finance. The University shall be entitled to set off from the Grant any sums owed to it by the Students' Union.

In the event of any material breach by the Students' Union of its obligations under this Relationship Agreement, the University shall have the right to withhold any part of the Grant not yet paid to the Students' Union. Release of any Grant so withheld shall be at the discretion of the University.

In exceptional circumstances where the Students' Union is in material breach of this Agreement and remedy of that breach would not adequately resolve its consequences, the

University shall be entitled to seek repayment of Grant already paid to the Students' Union in that year.

Monitoring Financial Performance

The President and Chief Executive Officer of the Students' Union (along with other Union Officers and Managers as appropriate) shall meet regularly with the University's Director of Finance and/or the University's Deputy Director of Finance, to monitor and review the Students' Union's financial performance against its budget and wider financial plans, and to discuss any other issues which are likely to have a material impact on the Students' Union's financial position or performance.

The monitoring meetings will take place on a monthly basis, and shall provide opportunity to discuss any other key financial, constitutional or operational matters requiring the University's input, oversight or approval.

The Students' Union agrees to consult with the University's Director of Finance on:

- a) any proposed contract, purchase or other single transaction with an expenditure value in excess of £50,000; and
- b) any proposed borrowing of money by the Students' Union other than working capital required under normal overdraft arrangements and in accordance with the Students' Union's Constitution and Financial Regulations.

To assist the University to meet its obligations under the Act, the Students' Union shall also present its audited annual financial statements for consideration at the relevant meeting of the University's Board of Governors (or committee of the Board, as appropriate).

The Students' Union also agrees to provide the University with any information reasonably required to assist the University in meeting its own legislative and regulatory obligations in respect of its oversight of the Students' Union's activities.

Audit Services

The Internal Audit Service (IAS) of the University shall act also as the Internal Auditors of the Students' Union. The IAS shall consider the adequacy of controls over the Students' Union's activities necessary to secure propriety, economy, efficiency and effectiveness in all areas, and shall seek to confirm that the NTSU management team has taken the necessary steps to achieve these objectives.

The IAS shall have right of access to all the Union's records, information and assets which it considers necessary to fulfil its responsibilities.

The IAS shall produce draft reports giving an opinion on the area reviewed and making recommendations where appropriate. These shall be discussed with the Students' Union management team, who shall provide responses to the report, giving management comment and details of an agreed plan of action with timescales for implementing recommendations. A final report shall then be issued to Students' Union management and Trustees, and copied to the University's Director of Finance.

The IAS shall respect the confidentiality of the Students' Union's affairs, and shall be mindful of the need to avoid potential conflicts of interest.

The Students' Union's External Auditors shall be appointed in accordance with its Governing Document. The provision of external audit services to the Union of Students should be subject to tender at appropriate intervals.

Other Resource Provision

As part of its support for the Students' Union, the University shall make available reasonable premises for use by the Students' Union in the delivery of its functions and activities.

The premises allocated to the Students' Union shall be at the discretion of the University, and the terms of the Students' Union's occupation and use of such premises shall be set out in leases, licenses to occupy or other formal agreements as appropriate to the premises in question. These contractual documents shall include also provisions regarding the responsibilities for facilities maintenance of such premises.

The University shall, at its discretion, also provide other support services and resources to assist the Students' Union, which shall be subject to specific service agreements between the two organisations.

7. LEGISLATIVE AND REGULATORY COMPLIANCE

In addition to the actions required to meet the requirements of the 1994 Education Act, the University and Students' Union shall cooperate to ensure compliance with other relevant legislative and regulatory obligations, including (but not limited to) the following matters:

- Counter-Terrorism;
- Equality and Diversity;
- Freedom of Speech;
- "Prevent" initiative;
- Data Protection; and
- Cyber Security.

Where appropriate, this cooperation will be underpinned by the establishment of joint policies and procedures, to ensure consistency of approach between the two organisations.

8. DOCUMENT GOVERNANCE

This Relationship Agreement shall be kept under review by the Clerk to the Board of Governors of the University. The Clerk shall report periodically to the Board of Governors and its Committees (as appropriate) to confirm compliance with this Agreement and to advise on any amendments which may be deemed necessary from time to time.

SIGNED by

Professor Edward Peck, Vice-Chancellor, Nottingham Trent University
Ms Anna O'Hara, President of Nottingham Trent Students' Union

APPENDIX 1

1994 Act extract (Section 22 - Code of Practice elements)

Requirements to be observed in relation to students' unions.

- (1) The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances.
- (2) The governing body shall in particular take such steps as are reasonably practicable to secure that the following requirements are observed by or in relation to any students' union for students at the establishment—
 - (a) the union should have a written constitution;
 - (b) the provisions of the constitution should be subject to the approval of the governing body and to review by that body at intervals of not more than five years;
 - (c) a student should have the right:
 - (i) not to be a member of the union, or
 - (ii) in the case of a representative body which is not an association, to signify that he does not wish to be represented by it.and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so;
 - (d) appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote;
 - (e) the governing body should satisfy themselves that the elections are fairly and properly conducted;
 - (f) a person should not hold sabbatical union office, or paid elected union office, for more than two years in total at the establishment;
 - (g) the financial affairs of the union should be properly conducted and appropriate arrangements should exist for the approval of the union's budget, and the monitoring of its expenditure, by the governing body;
 - (h) financial reports of the union should be published annually or more frequently, and should be made available to the governing body and to all students, and each such report should contain, in particular—
 - (i) a list of the external organisations to which the union has made donations in the period to which the report relates, and
 - (ii) (details of those donations;
 - (i) the procedure for allocating resources to groups or clubs should be fair and should be set down in writing and freely accessible to all students;
 - (j) if the union decides to affiliate to an external organisation, it should publish notice of its decision stating;
 - (i) the name of the organisation, and

- (ii) details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation,

and any such notice should be made available to the governing body and to all students;

- (k) where the union is affiliated to any external organisations, a report should be published annually or more frequently containing:

- (i) a list of the external organisations to which the union is currently affiliated, and
- (ii) details of subscriptions or similar fees paid, or donations made, to such organisations in the past year (or since the last report),

and such reports should be made available to the governing body and to all students;

- (l) there should be procedures for the review of affiliations to external organisations under which—

- (i) the current list of affiliations is submitted for approval by members annually or more frequently; and
- (ii) at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5 per cent.) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote;

- (m) there should be a complaints procedure available to all students or groups of students who:

- (i) are dissatisfied in their dealings with the union, or
- (ii) claim to be unfairly disadvantaged by reason of their having exercised the right referred to in paragraph (c)(i) or (ii) above,

which should include provision for an independent person appointed by the governing body to investigate and report on complaints;

- (n) complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.

- (3) The governing body of every establishment to which this Part applies shall for the purposes of this section prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements set out above are to be carried into effect in relation to any students' union for students at the establishment, setting out in relation to each of the requirements details of the arrangements made to secure its observance.

- (4) The governing body of every establishment to which this Part applies shall as regards any students' union for students at the establishment bring to the attention of all students, at least once a year—

- (a) the code of practice currently in force under subsection (3),
- (b) any restrictions imposed on the activities of the union by the law relating to charities, and
- (c) where the establishment is one to which section 43 of the M1Education (No.2) Act 1986 applies (freedom of speech in universities and colleges), the provisions of that section, and of any code of practice issued under it, relevant to the activities or conduct of the union.

- (5) The governing body of every establishment to which this Part applies shall bring to the attention of all students, at least once a year, and shall include in any information which is generally made available to persons considering whether to become students at the establishment—
- (a) information as to the right referred to in subsection (2)(c)(i) and (ii); and
 - (b) details of any arrangements it has made for services of a kind which a students' union at the establishment provides for its members to be provided for students who are not members of the union.
- (6) In subsections (2), (4) and (5) the expression "all students" shall be construed as follows:
- (a) in relation to an association or body which is a students' union by virtue of section 20(1), the reference is to all students at the establishment;
 - (b) in relation to an association or body which is a students' union by virtue of section 20(2), the reference is to all undergraduate, or all graduate, students at the establishment or to all students at the hall of residence in question, as the case may be;
 - (c) in relation to an association or body which is a students' union by virtue of section 20(3), the reference is to all the students who by virtue of section 20(1) or (2) are comprehended by that expression in relation to its constituent or affiliated associations or bodies.
- (7) In this section the expression "members", in relation to a representative body which is not an association, means those whom it is the purpose of the union to represent, excluding any student who has exercised the right referred to in subsection (2)(c)(ii).
- (8) In subsection (2)(j) to (l) the references to affiliation to an external organisation, in relation to a students' union for students at an establishment, include any form of membership of, or formal association with, an organisation whose purposes are not confined to purposes connected with that establishment.
- (9) Subsection (2)(d) and (l)(ii) (elections and affiliations: requirements to hold secret ballot of all members) do not apply in the case of an open or distance learning establishment, that is, an establishment where the students, or the great majority of them, are provided with materials for private study and are not required to attend the establishment to any significant extent or at all.