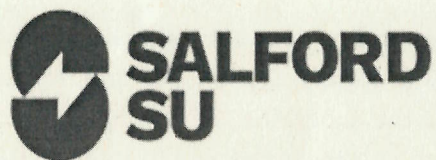




University of  
**Salford**  
MANCHESTER



**University of Salford and the University of Salford Students' Union**

**Code of Practice and Memorandum of Understanding**

## **1. Background and scope**

- 1.1. The University Charter provides for the establishment of a Students' Union of the University.
- 1.2. The Union is recognised by the University as a self-governing and autonomous body, acknowledged in law as a distinct, separate and independent legal entity.
- 1.3. The Union is recognised by the University under the Education Act 1994 as the sole representative body of the students registered at the University.
- 1.4. This Memorandum of Understanding will also operate as the 'Code of Practice' required by section 22.4 of the Education Act 1994.

## **2. Partnership between the University and the Union**

- 2.1. Both parties agree to work together to promote student success and wellbeing. This includes collaborating on major initiatives, providing reciprocal insight and challenge, and aligning efforts to ensure that student voice and representation are embedded at all levels of institutional decision-making.
- 2.2. University leadership and Union representatives will meet formally prior to the start of the academic year so that each party may outline objectives and set out plans for the coming year, to generate shared aims, objectives and partnership working. This work will be facilitated by the ongoing development of the Union's Policy Book.
- 2.3. The Union will formally present to the Council twice a year.
- 2.4. Together, the University and Union commit to:
  - 2.4.1. Participatory design practices for key strategies and policy frameworks that affect students;
  - 2.4.2. Working in partnership to tackle student loneliness, and promote belonging, inclusion, and personal development;
  - 2.4.3. Maintaining open communication and fostering a culture of joint problem-solving and innovation;
  - 2.4.4. Celebrating student and University achievements and recognising the diverse contributions of the student community;
  - 2.4.5. Encouraging inclusive and democratic participation in student life and governance.
- 2.5. To facilitate these objectives and the partnership between the organisations, both parties commit to:
  - 2.5.1. Act within the law, protect and uphold each party's image, logo, and reputation, and to collaborate to manage each organisations' risks
  - 2.5.2. Invite the other party to relevant training and development opportunities, as appropriate.

## **3. Regulatory and Compliance Matters**

### *Constitution*

- 3.1 In compliance with section 22 of the Education Act 1994 part 2, the Union shall have a written Constitution which is reviewed and approved by the Council at intervals of no more than five years. No amendment to or rescission of that Constitution, in part or in whole shall be valid without the approval of the Council.

3.15 Each party are data controllers under UK General Data Protection Regulation (UK GDPR). The University will inform students during registration that data will be shared with the Union. The Union shall inform its members and employees that data will be shared with the University.

#### *Freedom of Speech*

3.16 Under the Higher Education (Freedom of Speech) Act 2023 the Union has responsibilities to promote Freedom of Speech. The Union is expected to hold its own Freedom of Speech Code of Practice.

#### *Complaints and Student Behaviour*

3.17 The Union shall have a complaints process, with an appropriate and effective remedy.

3.18 The Union will report to the University any allegations or breaches of the University's code of conduct or Professional, Statutory and Regulatory body requirement (PSRB) by students while they were engaged in Union activity.

3.19 Complaints by students regarding the Union, including feeling disadvantaged by not being a member of the SU, shall be managed through the University's standard student complaints policy and procedure. If required, Council can appoint an independent person to investigate and report on complaints, and the University Secretary will facilitate this.

#### *Finances*

3.20 The University invests in the Union through an annual block grant to support shared objectives. This block grant payment will be determined annually by the Council, following representations to the University from the Chief Executive and Student Officers through the University's annual budgeting round procedures. Payment of the grant will be made in instalments, the frequency determined by the University's Director of Finance in consultation with the Union.

3.21 The Union will develop an annual budget in accordance with its own financial regulations, and will present a summary to Council for approval each year.

3.22 The University reserves the right to offset any debts owed to it by the Union against the grant.

3.23 In the event of a breach in this memorandum, the University reserves the right to withhold any part of the grant for a period the University shall decide.

3.24 At each year's end, the Union shall produce accounts which are audited by a suitably qualified external firm of auditors. These auditors will include details of donations to external organisations and affiliations. These year-end accounts shall be submitted to University Council.

3.25 The Union shall not without written consent of the University:

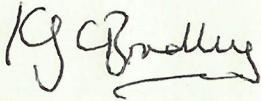
- Create any fixed or floating charge over the whole or any part of the assets and property of the University
- Make a loan or advance or give any credit to any person except for staff in the normal course of business or for the purpose of making deposits with bankers
- Give any guarantee or indemnity to secure liabilities or obligations of any person except when covered by an adequate insurance policy
- Sell, lease, transfer assign, or otherwise dispose of any of the Union's assets or property valued at more than £50,000
- Take or agree any leasehold interest or license over any land
- do or permit, or suffer to be done, any act or thing whereby the Union may be wound up (either voluntarily or compulsory) save as otherwise provided for in this memorandum

## **6 Revision and Termination of this Memorandum**

- 6.1 Either party may from time to time and after consultation and agreement with the other party, revise, revoke or add to this memorandum or any of its conditions.
- 6.2 The provisions of this memorandum may be formally reviewed by the Partnership Review Board from time to time but no less than once than every five years. Recommendations for changes should be made to the Union's Trustees and University Council, and will only be enacted on mutual approval.
- 6.3 This memorandum may be terminated should one or more of the following occur:
- 6.3.1** The University gives six months' notice to terminate; or
  - 6.3.2** Either party commits a material breach of its obligations under this memorandum and, in the case of a breach capable of remedy fails to remedy the same within 21 days of being specifically required in writing to do so by either party.

*Signed*

12 December 2025



**Lord Keith Bradley**

Chair of Council

University of Salford



**Akinwale Bello**

President and Chair of the Board of Trustees

University of Salford Students' Union