Memorandum of understanding

This memorandum of understanding (‘MOU’) was approved by the CUSU Council on [date] and by the GU Student Council on [date] and came into effect on [date].

1. Parties

The parties to this MOU are the Cambridge University Students’ Union (CUSU) and the Graduate Union (GU) (the ‘Unions’).

2. Purpose

The purpose of this MOU is to provide a framework within which the officers and employees of the Unions, and others supporting the work of the Unions, can—

(a) engage in open dialogue about working cooperatively to make best use of their joint resources, and

(b) agree upon policies and procedures for managing their joint resources, in the interests and service of students at the University of Cambridge.

3. Background

(1) The Unions share an interest in advancing the education, and promoting the interests, welfare and representation, of students at the University of Cambridge.

(2) The Unions believe that there are benefits to be gained for both Unions if they work together more closely and collaboratively, and with mutual respect, including a better experience for students at the University of Cambridge in their interactions with the Unions and the ability to make the Unions’ resources go further.

(3) Any agreement to collaborate facilitated by this MOU shall be subject to the normal approval process for such matters under the constitutions, schedules and standing orders of the two Unions.

4. Communication and information sharing

The Unions agree—

(a) to share information in confidence about their strategic and other plans at an early stage, including but not limited to those relating to changes in staffing, accommodation, finances and bids for funding, and any other matter which is likely to affect the other Union, meeting as required; and

(b) to coordinate in good faith over any public communications concerning those plans, giving advance notice of such communications where possible.
5. Duration and amendment

(1) This MOU shall remain in effect until modified or terminated (see below). It shall be reviewed annually in January, with the first review to take place in January 2018.

(2) The MOU may be modified by mutual agreement; unless otherwise agreed, a revised version shall take effect from a date agreed by the Presidents following its approval by the Councils of the Unions. A copy of the amended MOU must be sent to the Pro-Vice-Chancellor (Education) and the Head of the Registrary’s Office.

6. Conflict resolution

(1) Where there are concerns about the operation of the MOU, these should be reported to the President of CUSU or the GU (the ‘President’) in the first instance, who shall take steps to resolve them.

(2) If the President is of the opinion that the concerns jeopardise the continuation of the MOU, the President shall report those concerns to the Pro-Vice-Chancellor (Education), who shall take steps to resolve them.

(3) If after the intervention of the Pro-Vice-Chancellor (Education) the President is of the opinion that the concerns cannot be resolved, the President shall seek the approval of the Council of their Union for the termination of this MOU.

7. Further agreements

(1) The Unions may, by mutual agreement, come to further agreements concerning the management of their joint resources, including but not limited to terms of reference of joint bodies, internal policies concerning joint officers, and procedures for managing their shared office space.

(1) All such further agreements must include mechanisms for amendment and termination, and shall be appended to this MOU as appendices.

(2) Written notice of the creation, amendment or termination of any such further agreements must be sent to the Pro-Vice-Chancellor (Education) and the Head of the Registrary’s Office.

8. Termination

(1) This MOU may be terminated either (i) by mutual agreement with the approval of the Councils of the Unions, or (ii) if attempts at conflict resolution have failed and after obtaining the approval of its Council for termination, by one Union giving notice to the other Union.

(2) Notice of termination, following approval by the Council(s) of the Unions, shall be confirmed in writing to the Pro-Vice-Chancellor (Education) and the Head of the Registrary’s Office. This written notice shall confirm the date of effect of the termination, which in the case of a termination under (ii) shall take effect not less
than one month from the date of that written notice unless an earlier date has been agreed by both Unions.

(3) Termination of this MOU alone shall not have the effect of terminating any services or operations which are run jointly as a result of discussions initiated under this MOU, nor of terminating any further agreements made under this MOU.

9. **Legal status**

This MOU is not a legal undertaking. It does not constitute and is not intended to be a legally binding arrangement or contract, nor is it intended to create any legally binding or enforceable obligations.