

MEMORANDUM OF UNDERSTANDING

between

THE UNIVERSITY OF DURHAM

and

ST CHAD'S COLLEGE DURHAM

December 2015

The relationship between St Chad's College and Durham University governed by this Memorandum of Understanding is characterised by respect for each other's commitment to the purpose, values and aspirations we hold in common and a mutuality in which independence and interdependence are recognised. The Memorandum binds the parties to specific commitments to each other. This memorandum is entered into by both parties in a spirit of generosity and openness. It is built on the clear understanding that there are opportunities for working together for mutual benefit, now and in the longer term. The University and the College each acknowledge the particular character, values and principles of the other, including the religious character of the College as an Anglican Foundation (serving people from all backgrounds and beliefs and of all faiths and none), and the secular nature of the University, and the respective Statutory responsibilities arising therefrom.

1. (a) The University of Durham is established by Act of Parliament and, under the Charities Act (2006), is supervised by the Higher Education Funding Council for England (HEFCE) as principal regulator which is charged with ensuring that Universities fulfil their obligations under Charity law.
(b) The financial relationship between the College and the University is limited by Statute. University Statute 14 (2) states that University Council shall:
subject to the provisions of these Statutes, continue to recognise as Colleges of the University, St Chad's College and St John's College and may recognise other Colleges in the County of Durham as recognised Colleges in the University. The Council shall have no property in or financial responsibility for the recognised Colleges.
2. (a) St Chad's College is a private company limited by guarantee (001090442) and not having a share capital, whose objects are:
 - (i) to advance education, learning, religion and research within the College in accordance with the principles of the Church of England;
 - (ii) to provide a College for persons who shall be members of the University of Durham wherein they may work for degrees and other qualifications of the University of Durham (including, in particular, advancing the education, spiritual and moral welfare of students enrolled at the College).
(b) St Chad's College is a registered charity (No 1142958).
 - (i) Under the Charities Act (2006), the colleges of Oxford and Cambridge and the two recognised colleges of Durham University opted to have the Charity Commission exercise the role of principal regulator;
 - (ii) the College's Governing Body is its Trustee Board: members of the Governing Body are both Directors and Charitable Trustees of the College, and as such have a primary legal and fiduciary duty to promote the best interests of the College;

(iii) the College's Memorandum of Association includes powers to co-operate, support and partner with other bodies and lists, as one of the College's powers, the support of the University's strategic aims.

3. In accordance with University Statute 14(3) the Council of the University shall continue to recognise St Chad's College subject to the provisions of Statute 15, which reads in its entirety as follows:

The following provisions shall apply to the recognised Colleges which are not also maintained Colleges and Societies and to Licensed Halls of Residence:

- (i) the appointment of the Head shall require the approval of Council;
- (ii) Recognised Colleges and Licensed Halls of Residence shall be open to inspection by or on behalf of the Council;
- (iii) the recognition of any of the recognised Colleges or Licensed Halls of Residence may be withdrawn by the Council if the foregoing provisions are infringed:
- (iv) any proposed change in the constitution or instrument of government of recognised Colleges or Licensed Halls of Residence shall be notified to Council;
- (v) the Council may from time to time or at any time withdraw recognition from any one or more of the recognised Colleges or Licensed Halls of Residence if in its opinion changes have been made in its or their constitution or conduct which unfavourably affect its or their status in the University.

4. This long-standing association is valued by both parties. Both the Council of the University and the Governing Body of St Chad's College have agreed the terms of this Memorandum with a view to regulating the relationship between the University and St Chad's College as follows.

5. For its part, the University will:

- (a) consult the College to agree the number of new admissions the College can accept in any year (and not allocate new students in excess of the College's agreed capacity to accommodate them) and consult the College on the University's strategic plans for colleges;
- (b) exercise its best endeavours to ensure that the College receives equitably determined subject quotas;
- (c) The University will use its best endeavours to ensure that the admissions to the College match the College's agreed capacity, and that any under-recruitment is, as far is possible, shared proportionately across all the Colleges;
- (d) register as matriculated students of the University such students as the College is invited to admit in accordance with the University's admission procedures as approved by Senate;
- (e) make no distinction in terms of tuition, supervision and access to University departmental and central facilities or in the operation of degree or other regulations of the University between the matriculated students of the College and other matriculated students of the University following the same courses;
- (f)
 - (i) nominate one member of the academic or academic-related staff of the University to be approved by the College as a member of the College's Governing Body. This individual will be acknowledged as the 'University Adviser', should the University require a report on any issues relating to the College.
 - (ii) agree to the nomination and appointment by the College of two full-time members of the academic or academic-related staff of the University as members of the Governing Body of the College;
- (g) minimise where reasonably practical requests for returns and information and, in particular, requests that are additional to the regular annual cycle, while noting that the

University itself is often called upon to respond at short notice to requests from the Funding Council and other bodies;

- (h) while not precluding cost-sharing agreements between the University and the College for any aspect of providing residential or other services, and while fully respecting the statutory prohibition on the University's having any financial interest in the College, will agree a financial arrangement with the College, which will cover the mutually agreed core services of a college for the reception of University students. The University and the College will agree on a mechanism to set these costs and a mechanism to assess value for money based on appropriate indicators. These mechanisms, once agreed, are to be reviewed every five years;
- (i) provide (non-financial) mutually agreed support to the College at no cost, where the assurance needs of the University and College coincide;
- (j) invite the College, at a price which is at least the cost of provision, to engage with any relevant services, support and training provided or delivered by the University (other than that specified in (i) above);
- (k) acknowledge the religious character of the College as an Anglican Foundation and in so far as it lies within the remit of the University, enable the College to further its distinct charitable objects;
- (l) use its best efforts to collaborate closely with the College all the while respecting the distinctiveness and the legal autonomy of the College, distinguishing it appropriately from the maintained colleges in terms of management, governance and financial autonomy;
- (m) inform the College of any material change in the University's overall strategic direction that would have a significant impact on the viability of the College;
- (n) formally review the working of the on-going relationship between the University and the College every five years, generally via the College Review process (as noted in 6.k. below). Although the College is open to inspection by the University at any time (University Statutes 15 (2)), the University does not expect that more frequent visits will be required beyond the College Review process.

6. The College, for its part, will use its best endeavours to:

- (a) follow University procedures for the admission, registration and progression (including concessions and appeals) of students and in particular to:
 - (i) ensure that College Officers and staff are sufficiently familiar with Senate degree and other regulations so as to be able to offer appropriate academic advice and to provide pastoral support;
 - (ii) process undergraduate and postgraduate admissions requests expeditiously in accordance with procedures;
 - (iii) maintain accurate records of current and past students, and subject to the constraints of the Data Protection Act to make these available to the University as required (see also 6(a)(viii) below);
 - (iv) register all students promptly in accordance with the University's procedures and take active steps to ensure that all matriculated students (apart from visiting students) are registered only with the University of Durham;
 - (v) make arrangements, including agreed core service levels (and see 5h above), for the delivery of appropriate Student Support (including scholarly activities) for all students of the College, and ensure that appropriate aspects of Student Support are fully informed by and consistent with all University Regulations, policies, Codes of Practice and procedures as amended from time to time by the University;
 - (vi) operate only such local College regulations, as approved by the Governing Body of St Chad's College, for students as concern local activities and principles. Local College Regulations shall complement and shall not conflict with the General

Regulations (and associated Codes of Practice and Policies) of the University as amended from time to time by the University;

(vii) observe the Statutes and General and Other Regulations of the University insofar as they apply to students in the Recognised Colleges, noting that the preamble to the General Regulations allows for the context to be taken into account when determining the meanings of the terms employed. Thus, when deciding whether a regulation pertains to the Recognised Colleges, the general presumption will continue to be that a regulation will apply if it is concerned with University 'students' generally but not otherwise;

(viii) respond promptly to requests from the University for student information, having due regard for the provisions of 5(h) above;

(ix) enter into a data sharing agreement with the University and observe any and all data protection obligations with regard to information shared with the University;

(b) subject to other statutory obligations, observe current best practice (identified by the Higher Education Funding Council for England for the Governing Bodies of Universities and Colleges) in the conduct of the business and the discharge of the responsibilities of the College's Governing Body, including openness and transparency of procedures.

Notwithstanding that both University and College are separately and independently accountable to a range of statutory authorities, both commit to supporting each other to maintain regulatory compliance with respect to relevant legislation. That legislation covers areas such as employment, diversity, health and safety, and data and includes but is not limited to the Data Protection Act. 'Supporting each other' means transparency and openness between parties (within the constraints of the law and of commercial confidentiality) and a generous approach to sharing access to policies, procedures, training and professional advice;

(c) ensure that appropriate financial and management controls are in place to safeguard any public funds channelled to the College via the University including those made available to the Junior and Middle Common Rooms;

(d) notify the Secretary of the University promptly of any material deterioration in the College's financial position or of any serious student-related problems such as an outbreak of serious illness; and to notify the University of any adverse situation or publicity that might directly or indirectly affect the University;

(e) seek the approval of the University Council for the appointment of the Principal, and involve the Vice-Chancellor (or a representative) in the appointment procedure;

(f) advise the University Council, through the Secretary of the University, of any changes proposed to the College's Memorandum and/or Articles of Association;

(g) forward to the Vice-Chancellor via the Secretary of the University copies of Governing Body minutes and reports (for information purposes and to inform strategic planning in the University). These would normally include the Principal's Reports, the audited Annual Accounts, any mid-term and long-term strategy documents as well as the estimates for the following financial year; the college reserves the right to withhold commercially sensitive information;

(h) facilitate the discharge of the responsibilities of the University Adviser (see 5(f) above);

(i) proactively collaborate with the University in assurance matters (e.g. data protection, health and safety, quality of pastoral care) and in other matters where there are shared interests;

(j) formally review its on-going working relationship with the University every five years; this would normally be conducted via participation in a quinquennial visitation from the University, during which strategic plans and any operational and/or other problems will be discussed (including, if so desired, the operation of this Memorandum). The quinquennial visitation would normally be part of the College Review.

7. The College shall have a Junior Common Room, a Middle Common Room and a Senior Common room which will conduct their affairs in respect of charities legislation as integral parts of St Chad's College (charity number 1142958).
8. Neither the University nor the College expects or desires the termination of the recognition of the College by the University. Nevertheless,
 - (a) the University undertakes to notify the College at the earliest opportunity of any problems or other reasons, including conduct 'which unfavourably affects [the College's] status in the University,' which might cause the University to cease to recognise the College, giving the College a period of at least twelve months to rectify such conduct; and further,
 - (b) if at any time the University does exercise its right to withdraw recognition of St Chad's College according to Statute 15(5), the University undertakes to exercise every endeavour to enable current students to complete their courses.For its part, the College will endeavour
 - (a) unless mutually agreed otherwise, to give the University three years' notice if it wishes to withdraw from its recognised college status and
 - (b) to take every reasonable step in consultation with the University to enable then-current students of the College to complete their courses.
9. Any dispute between the University and the College, which cannot otherwise be settled, shall be referred to the Visitor of the University.
10. The University and the College grant each other the right to use the name, crest, logo or registered image of the other party without the prior written consent of the other party in any publication materials or activities. Both the University and the College reserve the right to inform the other party in writing to cease and desist use of the other party's name, crest, logo or registered image in any publication materials or activities.
11. This MoU shall be in effect from the 1st of October 2015 and shall continue in full force and affect for a period of six (6) years. In furtherance of the objectives set out in this MoU, the University and College shall review the MoU on a rolling basis commencing on the fifth anniversary of the effective date and every five (5) years thereafter ("review cycle"). This review cycle of the MoU will be undertaken by the University and College over a one (1) year period whereby at the end of the review cycle the MoU will be deemed to be automatically extended for a further six (6) year period in accordance with this clause unless determined otherwise by the University and the College.