THE NUS-USI AGREEMENT

TRILATERAL PROTOCOL AGREEMENT BETWEEN THE NATIONAL UNION OF STUDENTS OF THE UNITED KINGDOM (NUSUK), THE UNION OF STUDENTS IN IRELAND (USI) (THE NATIONAL UNIONS) AND THE NUS-USI STUDENT MOVEMENT OF THE NATIONAL UNION OF STUDENTS OF THE UNITED KINGDOM AND THE UNION OF STUDENTS IN IRELAND (NUS-USI) ON THE OPERATION OF JOINT WORK IN NORTHERN IRELAND REGION (THE REGION).

PREAMBLE

1.1. NUSUK and USI as sovereign and independent national students' unions wish to further develop their unique relationship by working together to secure and assure the effective representation of the interests of students in Northern Ireland.

1.2 The objective of all joint work undertaken by the two National Unions shall be to promote defend and extend the rights of students and to develop and champion strong students' unions in the North of Ireland. Both National Unions recognise that close co-operation over and above normal international contact is vital in pursuing these objectives.

1.3 The National Unions are committed to supporting and empowering local democratic self organisation and determination as being the most effective way to achieve these aims.

1.4 This agreement recognises the central principle of NUS and USI working within their own policy frameworks in the region and as such are committed to fully involving and supporting all students' unions in the region in their respective national structures**.**

1.5 To this end, NUS and USI hereby commit to working in partnership to create a thriving, active, democratic student association in Northern Ireland to represent, develop, unify and support its students and unions. Locally autonomous but centrally supported by a partnership between NUS and USI, NUS-USI is established and funded from affiliation fees, subsidy and other sources from the National Unions and locally.

1.6 In working together in these ways, the National Unions reaffirm their commitment to the goal of achieving lasting peace and stability in the region.

1.7 The National Unions respect each other's views of their own national affairs and this agreement in no way affects the rights of NUSUK or USI as independent National Unions.

1.8 NUS-USI has been consulted on and hereby approves the contents of this agreement.

1.9 This agreement supersedes and replaces all previous bilateral agreements between NUS and USI. Its purpose is to set out the conditions upon which NUS and USI agree to support NUS-USI to exist autonomously.

MEMBERSHIP

2.1 The NUS-USI constitution shall include appropriate criteria for membership as well as procedures for application, withdrawal and suspension of constituent membership.

2.2 Upon acceptance into membership of NUS-USI under its constitution, membership of both NUS and USI shall automatically be conferred upon the constituent member.

2.3 Disaffiliation from NUS-USI in accordance with the relevant rules in the NUS-USI constitution will result in exclusion from membership from each of the National Unions. Similarly suspension or removal from NUS or USI under their relevant schedules of the respective constitutions would result in suspension or removal from NUS-USI.

GOVERNANCE AND OWNERSHIP

3.1 The constitution of NUS-USI shall provide for governance arrangements that assure absolutely the political autonomy of students and their unions in the region.

3.2 The constitution of NUS-USI shall ensure that the political and representative bodies of NUS-USI shall be directed by students and their representatives.

3.3 The constitution of NUS-USI shall ensure that the administration of NUS-USI, whose purpose shall be to secure an organisational framework and facilities through which the aims of NUS-USI can be realised, shall be governed by a stakeholder management committee which shall include students, students' union officers, appropriate lay members from the region, and representatives from NUS and USI.

The constitution shall be subject to approval by NUS and USI on the basis that it reflects the provisions of this agreement.

3.4 The Constitution of NUS-USI shall form a schedule of the NUS Constitution and of USI Constitution.

FINANCES

4.1 The membership affiliation fee shall be set by the administering union of NUS-USI; save that it shall never be lower than the lowest rate of either of the National Union fees. The administering union's hardship fund criterion shall apply equally to members of NUS-USI.

4.2 Before December 31st of each year the organisational members of NUS-USI shall provide to the management committee of NUS-USI evidence of:

4.2.1 the latest student numbers for that organisational member i.e. the student numbers from the previous academic year. NUS-USI reserves the right to contact the relevant government department for official figures if required

4.2.2 details of the block grant funding received by that organisation.

4.3 The constitution or Standing Orders of NUS-USI shall confirm that failure to provide this information to NUS-USI by a member will result in the member being barred from taking part in any votes of the members of NUS-USI, NUS or USI.

4.4 The constitution or Standing Orders of NUS-USI shall state that the management committee of NUS-USI may take into account the financial information provided under clause 4.2 when calculating voting entitlements in NUS-USI, for the following academic year.

Voting entitlements in NUS and USI respectively shall be determined by the relevant constitutional provisions in each union however, the provisions of Article 4.4.1 & 4.4.2 shall apply in the case of USI.

4.4.1 Each constituent organisation/constituent member shall be allocated a Minimum of two votes within USI structures and delegate votes thereafter shall be on the basis of the number of students paid for at the rate subscribed in

Article 4.1

4.4.2 Recognising the part-time nature of many constituent organisations/constituent members, whilst still affirming their membership of NUS-USI, constituent organisations/constituent members will not be considered in USI structures for quorum purposes until they have submitted an Executive Committee list to NUSUSI and until the first event that delegates from the constituent organisation/constituent member attend in each academic/Student Union year.

4.5 A level of additional subsidy sufficient for the operation of NUS-USI which is reasonable shall be agreed by NUS and USI in accordance with clause 4.8.

4.6 The constitution of NUS-USI shall provide for one of the national unions to act as the administering union for each academic year of NUS-USI, and the process for determining which national union is the administering union shall be specified in the constitution or Standing Orders of NUS-USI. The role of the administering union will include any or all of the following activities on behalf of NUS-USI:

- The administration of NUS-USI affiliation fee income
- The operation of an NUS-USI account against which affiliation fees shall be accounted and from which expenditure on NUS-USI activity shall be financed
- The provision of NUS-USI staff and management support
- The provision of business development services and support including but not limited to IT, Communications and Purchasing
- The provision of senior management support for NUS-USI staff
- Financial management of NUS-USI's affairs such that regular financial statements are created, proper financial control is maintained and that accounts are independently audited for each financial year

4.7 The real costs of providing these services including appropriate depreciation charges for capital equipment will be calculated each year and recorded/charged formally as a charge to NUS-USI under a formal "administering union" agreement between NUS-USI and the administering union.

4.8 The national unions hereby commit to providing a level of support to NUS-USI from their own respective funds to ensure its success in the form of Presidents salary 2/3rd NUS and 1/3rd USI. The level of this support in excess of this shall be ad-hoc and determined by the respective budgeting processes of each national union and communicated clearly to NUS-USI. Any "in kind" support should as far as possible be costed for transparency in accordance with clause 4.7.

4.09 The administering National Union shall be responsible for any expenses related to visits of their own Executive or staff members to the Region except in relation to formal joint meetings held under this agreement.

4.10 The national unions hereby agree that any surplus in the NUS-USI account should be ring fenced for the future benefit of NUS-USI. In the event of deficit, costs shall be borne in subsequent years from the NUS-USI budget; save that in the event they cannot be met from future savings.

4.11 In relation to the administering union:

- The terms and conditions of employment for staff of NUS-USI shall be the same as those for staff employed by the administering National Union
- Employees shall be encouraged to join the appropriate Trade Union
- Administration of day to day employment and personnel matters shall be carried out through the line management structures of the administering union

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Clear lines of accountability will be established such that NUS-USI representatives will be actively involved in the assessment, development and appraisal of staff that have been allocated by the administering union to support NUS-USI.

4.12 The constitution of NUS-USI shall be established as a schedule of each of the constitutions of NUS and USI. In addition the subsidiary charity of NUS-USI is the vehicle through which the charitable activities of NUS-USI are run.

PRESIDENT

5.1 The President of NUS-USI, and from time to time as determined by NUS or USI other officers of NUS-USI, shall be recognised as the representative of Students' Unions in the Region and shall be granted ex-officio rights in the relevant structures of USI and NUSUK.

JOINT MEETINGS

6.1 A formal joint meeting of NUS, USI and NUS-USI senior officers and staff shall take place bi-annually. At these meetings representatives of NUS, USI and NUS-USI shall discuss any matters which require formal agreement but the meetings shall focus on joint work which could progress the aims of NUS-USI.

6.2 The National Unions are further committed to maintaining a high level of contact outside formal meetings and informal meetings shall be arranged as and when necessary.

Both National Union Presidents shall attend NUS-USI Conferences accompanied by other relevant national officers'. In the event of the National Presidents being unable to attend they can nominate their union's Deputy President or an appropriate senior union officer in their stead.'

AMENDMENTS

7.1 Amendments to this Agreement shall be agreed at formal joint meetings but must subsequently be ratified by the [managing bodies] of each National Union.

7.2 Either National Union may withdraw from the agreement based on a decision of its relevant respective managing body but notices of such intention must be given at least 12 months before withdrawal. [Neither NUS nor USI may terminate this agreement unless the non-terminating party (i.e. NUS or USI) is satisfied that the termination of this agreement will not result in a substantial threat to the financial stability or continuance of NUS-USI.

GOVERNING LAW

8.1 This Agreement shall be governed and construed in accordance with the laws of both jurisdictions.

Signed and agreed by:-

NUSUK _____ date _____

USI _____date_____

NUS-USI _____date _____