

## OPEN UNIVERSITY STUDENTS ASSOCIATION

### Central Executive Committee (CEC)

22 – 24 January 2021

### ATHABASCA RELATIONSHIP

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The CEC is asked to:-

- i) **approve** the terms of the Memorandum of Understanding in relation to entering a partnership with Athabasca University Students' Union and Athabasca University Graduate Students' Union

#### 1. Introduction

- 1.1 This paper is put to the CEC by the Students Association's Policy and Public Affairs Manager and is sponsored by the President.
- 1.2 The intention of this paper is to provide context and justification for the CEC to discuss the Memorandum of Understanding (Appendix A), which has been developed through discussions that have taken place with student leaders and staff from Athabasca University Students' Union and Athabasca University Graduate Students' Union (henceforth referred to as 'Athabasca' in this paper) in Canada.

#### 2. Context

- 2.1 *What is a Memorandum of Understanding?:* A Memorandum of Understanding (MoU) is a document that describes the broad outlines of an agreement that two or more parties have reached. MoUs communicate the mutually accepted expectations of all of the parties involved in a negotiation. A MoU is not legally binding, but lays the foundations for the development of more formal activities in the future.
- 2.2 *Why do we need a Memorandum of Understanding?:* Prior to the exploration and development of any formal international distance-learning student network it was agreed that it would be mutually beneficial for the parties involved to establish a partnership agreement in writing, to set out how we will work together moving forward, and also what the purpose of the partnership is. This will enable us to move forward towards the next phase of discussions about a more formal network with a shared understanding of what we are hoping to achieve and how.

#### 3. Key points within the Memorandum of Understanding

- 3.1 *Leadership:* The MoU clearly states that the partnership will be led and directed by elected student leaders and supported by staff where required (point 7 – Appendix A)
- 3.2 *Accountability:* The MoU sets out that the designated leads for each partner organisation will be accountable to their own organisation’s governance structure (point 4 and point 8 – Appendix A)
- 3.3 *Partnership aims and objectives and activities:* The MoU does not provide specifics regarding the how a formal international network will be developed, but instead focuses on the idea of bringing together organisations with a shared interest and an intention to explore how a formal international network might work in practice (point 2 and point 3 – Appendix A)
- 3.4 *Regular review:* The agreement will be reviewed every 6 months in order to agree to continue or alter as necessary (Point 5 – Appendix A)
- 3.4 *Not legally binding:* The MoU is not legally binding and has no fixed term length, meaning that we can choose to withdraw from it at any time (Point 10 – Appendix A)

#### **4. Recommendation**

- 4.1 It is hoped that the CEC will see signing this MoU as a sensible first step towards working with Athabasca to create something more formal for distance-learning students worldwide in the future.
- 4.2 We would therefore recommend that the CEC approves the signing of this document by the President.

#### **5. Additional note**

- 5.1 The process of discussing and ratifying this partnership agreement is also taking place within the governance structures at AUSU and AUGSA. Therefore, should amendments to the terms of the MoU be requested by either partner, these will be brought before the CEC to ratify using the forums.

**Sarah Jones**  
**President**

**Dan Moloney**  
**Public Affairs Manager**

**Appendix A: Memorandum of Understanding**

# **OU Students Association, AUSU and AUGSU**

**Memorandum of understanding**

**[January 2021]**

# Contents

1	Background	6
2	Partnership aims and objectives	6
3	Partnership activities	6
4	Accountability	7
5	Reviewing the Partnership	7
6	Partner Responsibilities	4
7	Designated partnership leads	7
8	Partnership governance and oversight	8
9	Financial contributions	5
10	Disclaimer	6

# 1 Background

1.1 The OU Students Association, Athabasca University Students' Union and Athabasca University Graduate Students' Union have formed this partnership to develop an international network of distance-learning student representative organisations.

1.2 It is an equal partnership for the mutual benefit of all partners and the students they represent.

1.3 The shared student profile and issues profile of the partners provides an opportunity to collaborate towards mutually beneficial aims and objectives.

## 2 Partnership aims and objectives

2.1 The strategic aim of the partnership is to bring together organisations who are working to support distance learning students to explore whether an international network of distance-learning student organisations and their student leaders could lead to improved sharing of best practice, ideas, collaborative working, policy and public affairs initiatives etc that would deliver improved benefits to distance learning students (our members) more generally.

2.2 The partnership will explore whether such an idea could work in practical terms and whether we could form collaborations and deliver benefits from this approach.

2.3 Some benefits to explore further are as follows:

- improved sharing of best practice and innovation
- better understanding of the commonalities of the challenges and opportunities of distance learning, and the ways to best support those who study in this way and those staff who support distance learning students
- increased opportunities and community engagement without borders
- international advocacy for distance learning students

## 3 Partnership activities

3.1 Partners will explore the idea of a formal international network of distance learning student representative organisation, working together to establish an appropriate course of action for the future.

3.2 Should all parties agree on the course of action, further activities may include (but will not be limited to) engaging with other distance-learning student representative organisations around the world, establishing the overarching objectives of the formal international network, developing and agreeing a Terms of

Reference for the network, discussing and agreeing a financial framework for the international network.

3.3 The initial timeframe for partnership activities for the exploration phase will be 1 year, commencing immediately upon ratification of this Memorandum of Understanding by all parties

3.4 This Memorandum of Understanding may be superseded by a Terms of Reference for the international network, providing a more formal working relationship moving forward. However, all parties must agree to end this MoU and enter the more formal structure and associated agreements

## **4 Accountability**

4.1 Partners are accountable to their respective governance structures and have a responsibility to provide updates on activity and progress towards the establishment of the international network

## **5 Reviewing the Partnership**

5.1 Parties will review the partnership every 6 months in order to agree to continue under the terms of the Memorandum of Understanding, or alter them as appropriate to the circumstances

## **6 Partner Responsibilities**

6.1 The responsibilities of each partner organisation to other partners are:

- To attend meetings where possible
- To engage with and complete follow up actions
- To communicate any issues at the earliest point
- To agree objectives and agendas for meetings together
- To share organising/admin duties where necessary
- To act with honesty and have respect for partner organisations

## **7 Designated partnership leads**

7.1 Partners will appoint a designated student leader to the work of the partnership

7.2 The student leader may delegate responsibility for work on the partnership to a staff member

7.3 The designated student leader for each partner will:

- be responsible for progressing actions arising from meetings and discussions on the establishment of the international network
- be responsible for reporting back to their respective elected student executive

7.3 Designated leads or their delegates can report back verbally to regular meetings between partners. Reporting back to respective elected student executive bodies can be carried out in each organisation's usual manner

## **8 Partnership governance and oversight**

8.1 The partnership will be overseen by the Joint Committee, which has already been established

- The Joint Committee will set the agenda for activities to develop the network
- Working groups may be formed to progress activities, which will report back to the Joint Committee

8.2 The respective governance structures of each partner organisation provide ultimate oversight through ratification of the formal activities and Terms of Reference for any future formalisation of the network, and have the right to withdraw their organisation from the partnership at any time

## **9 Financial contributions**

9.1 There are no financial contributions required at this stage of the partnership

## 10 Disclaimer

10.1 It should be noted that by signing this document or by participating in the OU Students Association, AUSU and AUGSU Memorandum of Understanding, the partners are not committing to legally binding obligations to one another. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

### **Signed on behalf of *OU Students Association***

..... Date  
.....  
[NAME, POSITION]

### **Signed on behalf of *Athabasca University Students' Union***

..... Date  
..... [NAME, POSITION]

### **Signed on behalf of *Athabasca University Graduate Students' Union***

..... Date  
..... [NAME, POSITION]