Terms and Conditions of Membership

These provisions set out the terms and conditions governing the relationship between UCEA and its subscription members (**Terms and Conditions**), being the universities and higher education institutions which subscribe to, meet the eligibility criteria for and are admitted to subscription membership by the Board of UCEA (**Members**).

Continued membership of UCEA (**Membership**) is conditional upon Members compliance with these Terms and Conditions.

1. Membership application and admission

1.1. UCEA Membership is open to organisations only; individuals are not eligible for Membership.
1.2. The UCEA Board retains the right to approve any application for Membership in its discretion. The Board may consider applications from any proposed new organisation or past Member. In any event, only those organisations which meet UCEA's Criteria of Membership, as set out in appendix 1, will be considered for Membership of UCEA.
1.3. The Board may from time to time establish the process for making an application for Membership and seek any information from an applicant as it may require in order to properly consider and determine the application.
1.4 Member organisations that plan to undergo significant changes in their corporate form, including (but not limited to) mergers, should inform the Board of UCEA in advance of such change. UCEA will then review that Member's continued eligibility for Membership (whether in its current or restructured form) and the Board shall confirm such continued eligibility in writing to the Member (or restructured Member as the case may be). Any change in Membership shall be effective from the date on which the Board approves continued eligibility of UCEA or otherwise as it agrees with the Member.

2. Contacts at member organisations

2.1. Each Member shall nominate in writing persons who work for or represent the Member in relation to its dealings with UCEA (**Nominated Individuals**). In the absence of such nomination, the Head of Institution / CEO and HR Director (or equivalent post-holders) will be the Nominated Individuals. Subject to paragraph 6 (relating to notices of termination or suspension), Nominated Individuals shall be entitled to receive all communications in relation to UCEA and its work and the Member shall provide UCEA with contact details for the same.
2.2 Each Member is responsible for ensuring its list of Nominated Individuals remains up to date and should notify UCEA in writing of any changes on the identity or details of such persons. Other than as set out in these Terms and Conditions, by communicating with the Nominated Individuals, UCEA is deemed to have communicated with the Member.
2.3 UCEA may seek clarification or further information as may reasonably required in order to ensure the identity of the Nominated Individual. UCEA may also liaise with the Member to ensure that the Nominated Individual(s) is suitable and qualified to act as such for the purposes of these Terms and Conditions.
2.4. Members are asked, and it is their responsibility, to take all practical steps to keep

the individual contact records UCEA holds for the Nominated Individuals accurate and up to date, by notifying UCEA (enquiries@ucea.ac.uk) of changes in relation to the same. UCEA will action any changes to the details of Nominated Individuals as soon as practicable following being notified to do so by the Member.
2.5. UCEA will write to Members through the Nominated Individuals at least annually to request they undertake a review of the named Nominated Individuals at their organisation and their level of access permission to UCEA website and materials.
2.6 UCEA will process personal data pertaining to Nominated Individuals in accordance with its data protection policy and privacy statement from time to time in force and which can be found here [https://www.ucea.ac.uk/footer/privacy-notice/].

3. Website registration

3.1. Nominated Individuals with the relevant permissions (see para 4) will be sent a unique email invitation to register to access the Members' area of the UCEA website. Registration can only be completed using an institutional email address (e.g. jane.smith@ucea.ac.uk).
3.2. Nominated Individuals must not share their log in details with others and it is the Member's responsibility to ensure that this is the case.
3.3 UCEA aims to ensure its website is up to date and accessible to Members, but Members accept responsibility for their own use of the same, and acknowledge that there may be downtime for planned or unplanned maintenance. UCEA will seek to keep any disruption to a minimum for Members during this period. The use of UCEA's website is subject to its website terms and conditions - Website terms & conditions (ucea.ac.uk)

4. Resources and access

4.1. Access to Member-only content on the UCEA website is granted in three permission levels, Updates-only, Member and Sensitive. UCEA will only grant access to any one or more of these permission levels with the written authority of the HR Director or Head of Institution (or equivalent). The Member has a responsibility to manage and maintain the currency of these permissions using the 'My Organisation' section of the UCEA website.
4.2. UCEA materials, or extracts from them, which are not publicly available on the UCEA website cannot be made public, copied or distributed to other organisations or individuals without UCEA's explicit prior consent. If a Member operates in a collaborative group, e.g. for shared services, it may not share UCEA documents with the other parties in the group unless all of the other parties are UCEA Members in their own right and have the same level of permissions as the Member itself. This is the Member's responsibility to ensure and, if in doubt, it should contact UCEA for permission to share UCEA documents.
4.3. Subject to para 4.2 above, Members and Nominated Individuals may utilise UCEA 'Members only' resources (which have been sent directly to them, or obtained via the UCEA website) within their organisation only. Nominated Individuals with access to UCEA material may only distribute such material within their organisation to Nominated Individuals and those in senior posts and in any event with appropriate permissions from UCEA. Particularly sensitive resources will be clearly marked as such by UCEA with further confidential restrictions and instructions may be provided by UCEA, in which case Members are expected to follow and abide by the confidentiality and other

restrictions imposed by the Board in relation to the same.
4.4. In order that UCEA can be effective in its work representing sector employers, Members are expected to assist in responding upon request to UCEA information and data gathering exercises. In turn UCEA will endeavour to provide back to members useful analysis and benchmarking material where possible.
4.5. As UCEA is not a public authority it is not subject to the Freedom of Information Act (FOI). For information relating to FOI requests and queries about UCEA's materials and resources, and what UCEA expects from Members in this regard, Members are requested to contact UCEA. .
4.6 UCEA provides information, advice, guidance and training on matters relevant to Members and the sector as a whole and endeavours to keep this up to date. Such information, advice, guidance and training is advisory in nature and Members rely on their own HR and legal advice when taking any measures and/or implementing any changes within their organisation.
4.7 Intellectual property in UCEA documents and information, and its website, belongs to UCEA or is held on its behalf, and Members may only use the same for the purposes permitted by UCEA and under these Terms and Conditions.
4.8 Members may refer to themselves as a UCEA Member for so long as they are admitted as such in accordance with these Terms and Conditions, but shall cease to refer to themselves as a UCEA Member upon termination for whatever reason.

5. Subscriptions

5.1. Continued Membership is conditional upon Members paying their subscription fees to UCEA on a timely basis in accordance with these Terms and Conditions (**Subscription Fees**).
5.2 Subscription Fees are revised annually, by the Board and may be adjusted to reflect matters such as inflation, and to take into account the requirements of UCEA and its planned activity at any particular time.
5.3 Members will be notified of any fee changes in writing via their subscription renewal notice usually sent in July each year.
5.4 Fees payable by a Member are calculated in accordance with a formula set by the Board and by reference to the Member's staff FTE numbers. Members must supply UCEA with their most recent FTE numbers upon request and confirm this data will be accurate and up to date at the time of providing to UCEA.
5.5 The subscription year and related fee for that year runs from 1 August to 31 July (**membership year)**. Members are invited to renew annually, with invoices for the forthcoming year generally sent in July. A Member joining during a membership year shall pay fees on a pro rata basis for the remainder of the membership year in question provided that they remain in Membership for the full membership year following. Otherwise, such a Member joining part way through a membership year would be liable for the fees payable for the full membership year.
5.6. Should one or more Members merge in accordance with para 1.4 during a membership year, each Member shall pay a full year subscription with a revised single subscription for the merged institution (provided it remains eligible to be a Member) becoming due from the beginning of the next membership year (i.e. from 1 August).
5.7 The Board may suspend all or any membership rights and benefits (including access

to and distribution of materials and use of all UCEA services) should a Member not paying the due subscription within three months of initial invoicing.

6. Expectations of Members

6.1 In addition to the specific obligations on Members under these Terms and Conditions, Members of UCEA are expected to:
a) act in good faith in relation to UCEA, its staff and Trustees and other Members;
b) abide by any codes of practice, codes of conduct and any relevant rules and policies adopted by the Board and governing UCEA's Members. In particular, Members shall comply with the UCEA Members' Guide to Negotiations in Higher Education (UCEA Code) and they shall adhere to the Code and its terms;
c) in fulfilling their role in relation to UCEA, act in a way which best promotes its purposes and considering its duty to its Members as a whole and not behave in a way so as to undermine those purposes.

7. Expectations of UCEA

7.1 In order to deliver its functions and services to Members, UCEA will:
a) act in good faith in relation to Members, their Nominated Individuals and other stakeholders;
b) abide by codes of practice, codes of conduct and any relevant rules and policies applicable to it and its activities, including the UCEA Code;
c) comply with the law, its constitution and regulatory requirements pertaining to it;
d) in fulfilling their role in relation to UCEA, act in a way which best promotes its purposes and considering the interests of Members as a whole and acting fairly between Members.

8. Withdrawal, suspension and termination

8.1 Members may at any time withdraw (in writing) from Membership by providing a minimum of six months' notice to UCEA addressed to the Chief Executive, Deputy Chief Executive or Head of Membership of UCEA. If the expiry of such six months' notice occurs during a membership year, the Member shall be reimbursed for any payment for the portion of the membership year during which they were no longer a Member.
8.2 UCEA may also give notice to a Member of termination of its Membership, by giving six months' notice in writing addressed to the Member's Head of Institution or HR Director (or equivalent).
8.3 Notwithstanding paras 8.1 and 8.2, UCEA may give notice of termination to a Member in writing with immediate effect in the event that:
a) the Member commits a material breach of these Terms and Conditions and (where the breach can be remedied) fails to remedy the same within a reasonable timeframe as requested by UCEA or otherwise is in persistent breach during a 3 month period. This includes a breach of the UCEA Code;
b) the Member acts in a way which could reasonably be regarded by the Board as undermining the interests of UCEA, contrary to its purposes, or otherwise detrimental to UCEA, its Members and/or its or the sector's reputation;
c) the Member is insolvent, winds up or otherwise ceases to exist;
d) the Member ceases to qualify to be a Member or meet the eligibility criteria;

e) the Member has failed to pay the subscription in accordance with clause 5 and such subscription is more than 6 months' overdue.
8.4 Other than set out in this clause, any sums due and payable by a Member up to the date of termination remain payable to UCEA in accordance with its payment terms.
8.5 Notwithstanding any other provision of these Terms and Conditions, the Board may by notice in writing to the Member's Head of Institution or HR Director (or equivalent) suspend the Membership of any Member at any time where the Board concludes it is in the best interests of UCEA to do so. The terms of such suspension may be set by the Board and suspension from Membership may be in whole or in part.
8.6 Upon termination, a Member shall cease to receive Membership correspondence and access to all UCEA resources (whether online or otherwise) and shall instruct its Nominated Individuals to do so, and shall return to UCEA any documents that it is holding in relation to UCEA.
8.7 Obligations of confidentiality remain on the Member following termination for any reason.

9. Concerns or complaints

9.1 Any concerns either UCEA or a Member has should be raised with the Member or with UCEA (in the case of a Member concern) as soon as possible and the Member and UCEA will seek to resolve the concern informally where this is possible.
9.2 Where informal resolution of the concern is not possible, then the Member may raise such matter through UCEA's Head of Membership. The Member should set out the nature of their concern in writing addressed to UCEA's Head of Membership and what they would like by way of resolution. The Head of Membership will review the complaint, investigate or oversee the investigation of the issue, and seek to resolve the matter and confirm the outcome of this review to the Member in writing.
9.3 If the matter remains unresolved following the process at paragraph 9.2, then the Member's Head of Institution shall meet with UCEA's Chief Executive and seek to resolve the complaint or concern. This should where possible be within 15 days of the conclusion of the process at paragraph 9.4. Where the issue remains unresolved, then the parties may refer the matter to mediation to a suitably qualified mediator agreed by them, the costs of whom shall be borne jointly.

10. Amendment

10.1 The Board reserves the right to change these Terms and Conditions from time to time and publish the most current version on its website. Members will be advised in writing of any changes, though the Nominated Individual and in any event sent a link to these Terms and Conditions annually.
10.2 By paying the subscription fee and being admitted as a Member of UCEA, Members are deemed to have accepted these Terms and Conditions and agree to comply with them.

11. Governing Law

11.1 These Terms and Conditions are governed by English law and the Member and UCEA agree to submit to the non exclusive jurisdiction of the English Courts.

Appendix 1

[Subscription] Membership classification and criteria

This shall not apply to Company Law Members whose membership is determined by UCEA's Articles of Association

1. Full Subscribing Members

Universities and other higher education institutions (**Institutions**) which:-

(i) are for the time being paid up subscribers to any Company Member of the Company for the purposes of benefiting from the services provided by the Company; or

(ii) may be approved from time to time by the Board in its absolute discretion (either or an individual or a collective basis) as being Full Subscribing Members for this purpose are regarded as **Full Subscribing Members** of UCEA

2. Associate Subscribing Members

Associate Membership is open to other Institutions which are approved by the Board as such and which are not Full Subscribing Members.

The Board may from time to time set out the rights of Associate Subscribing Members.

3. Membership Criteria

The criteria and considerations taken into account by the Board for applications for Full or Associate Subscribing Membership is:

(a) Applications need to be made by or on behalf of an organisation.

(b) The jurisdiction(s) in which the applicant is incorporated and, if relevant, where it delivers teaching, scholarship and research; and, in particular, whether the institution has HE operations in the UK.

(c) Whether the applicant demonstrates a primary purpose of teaching, scholarship and research, as demonstrated by:-

(i) a record of delivering teaching and scholarship/research; and

(iii) support for the principle of academic freedom for all staff and students.

(d) Whether the applicant is engaged in the delivery of support or advisory services, research, or is aligned in some other relevant way (as determined from time to time), to the support or development of higher education.

(e) Financial accountability and independence of the applicant, which may be demonstrated by:-

(i) full accounts published annually and made publicly available;

(ii) an independent governing body with authority over the strategic direction, educational ethos and financial management of the institution; and

(iii) adherence to the Nolan seven principles of public life, namely: selflessness; integrity; objectivity; accountability; openness; honesty; and leadership;

(iv) no outstanding tax or financial irregularities in relation to the affairs of the applicant;

(f) Demonstrable commitment to equality of opportunity and diversity.

(g) Accountability to students and the wider public, which may be demonstrated by:-

(i) adherence to all relevant regulatory frameworks and accountability requirements for public;

(ii) adherence to relevant quality assurance systems, including national systems and professional bodies;

(iii) engagement with relevant national bodies that support and protect the interests of students; and

(iv) adherence (by law or voluntarily) to the publication and scrutiny of data and information (such as through the Higher Education Statistics Agency and Freedom of Information Acts).

(h) Whether the applicant is in good standing;

(i) Whether the applicant is compliant with the law and regulatory requirements, whether it is subject to any investigation or statutory inquiry, and/or whether any concerns have been raised in relation to its conduct and/or activity.

In all cases, eligibility is determined by the Board in its discretion and is conditional upon the payment of the relevant subscription fee.